

SILVERANG, ROSENZWEIG
& HALTZMAN, LLC
Philip S. Rosenzweig (*pro hac vice* pending)
prsoenzweig@sanddlways.com
595 East Lancaster Avenue, Suite 203
St. Davids, PA 19087
Telephone: (610) 263-0115
Facsimile: (215) 754-4934

MCCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP
Shane G. Smith, #272630
shane.smith@mccormickbarstow.com
7647 North Fresno Street
Fresno, California 93720
Telephone: (559) 433-1300
Facsimile: (559) 433-2300

*Attorneys for Plaintiffs. The Weiser Law
Firm, P.C. and Robert B. Weiser, Esquire*

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

THE WEISER LAW FIRM, P.C.
Four Tower Bridge
200 Barr Harbor Drive, Suite 400
West Conshohocken, Pennsylvania
19428

Case No.

COMPLAINT

and

ROBERT B. WEISER, ESQUIRE
Four Tower Bridge
200 Barr Harbor Drive, Suite 400
West Conshohocken, Pennsylvania
19428

Plaintiffs,

v.

MICHAEL HARTLEIB
27020 Alicia Parkway, Suite G
Laguna Niguel, CA 92677,

Defendant.

1 **COMPLAINT**

2 Plaintiffs The Weiser Law Firm, P.C. (hereinafter the “Law Firm”) and Robert
3 B. Weiser, Esquire (“Weiser” or, together with the Law Firm, “Plaintiffs”), bring this
4 action pursuant to 28 U.S.C. §§1651(a)) and 1332 by way of this complaint (this
5 “Complaint”) against Defendant, Michael Hartleib (“Hartleib” or “Defendant”), and
6 allege as follows:

7 **PARTIES**

8 1. Plaintiff Law Firm is a Pennsylvania professional corporation with
9 offices located at Four Tower Bridge, 200 Barr Harbor Drive, Suite 400, West
10 Conshohocken, Pennsylvania 19428.

11 2. The Law Firm was incorporated in the Commonwealth of Pennsylvania
12 in 2004 under entity number 3272161.

13 3. Plaintiff Weiser is an adult individual and resident of the Commonwealth
14 of Pennsylvania.

15 4. Defendant Hartleib is an adult individual and resident of the State of
16 California.

17 **VENUE AND JURISDICTION**

18 5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332,
19 as the parties are citizens of diverse jurisdictions and the amount in controversy
20 exceeds \$75,000; similarly, as relief is sought pursuant to the All Writs Act (28 U.S.C.
21 §1651(a)), this Court has original jurisdiction over this matter.

22 6. Defendant’s residence is located within the Southern District of
23 California; as such, venue is appropriate in the United States District Court for the
24 Central District of California, Southern Division pursuant to 28 U.S.C. §1391(b)(1).

25 **FACTS**

26 7. The Law Firm is engaged in the provision of legal services with a focus
27 on shareholder class actions, shareholder derivative actions, mergers and acquisitions
28 related litigation, and whistleblower/false claims act “qui tam” cases.

1 8. Weiser is a founder and principal of the Law Firm.

2 9. Weiser is a licensed attorney duly admitted in the State of New Jersey
3 and the Commonwealth of Pennsylvania.

4 **Plaintiffs' First Encounters with Defendant - The Sprint Securities Class Action**
5 **& Shareholder Derivative Actions**

6 10. On or about November 25, 2008, Hartleib e-mailed Bruce G. Murphy,
7 Esquire ("Murphy") of the Law Offices of Bruce G. Murphy (the "Murphy Firm"),
8 regarding the loss in value of shares he owned in Sprint Corporation and Nextel
9 Communications when the two companies merged to become Sprint Nextel
10 Corporation in 2005. See November 25, 2008 e-mail string, a true and correct copy
11 of which is attached hereto as **Exhibit 1**.

12 11. Murphy had occasionally referred clients to the Law Firm in the past.

13 12. Because of the Law Firm's experience and expertise in the shareholder
14 litigation arena, Murphy forwarded Hartleib's e-mail to Weiser and asked Weiser if
15 he saw "a der" – meaning a stockholder derivative action that could be brought on
16 Sprint's behalf – as a possibility in Hartleib's case based upon the \$31 billion write-
17 down Sprint was forced to take in connection with the failed Nextel merger. Ex. 1

18 13. In response to Murphy's inquiry, the Law Firm investigated the
19 Sprint/Nextel merger and the resulting write-down, but the Law Firm's investigation
20 did not produce sufficient information to recommend filing a derivative lawsuit on
21 Sprint's behalf at that time.

22 14. On March 10, 2009, the first securities class action lawsuit based on the
23 Sprint/Nextel merger and the resulting write-down was filed against Sprint and certain
24 of its officers and directors in the United States District Court for the District of
25 Kansas (the "Kansas Federal Court"), by the law firm of Coughlin Stoia Geller
26 Rudman & Robbins (the predecessor firm to Robbins Geller Rudman and Dowd, LLP,
27 hereinafter "Robbins Geller").

28 15. Several other substantially similar securities class action lawsuits were

1 eventually filed against Sprint, which were subsequently consolidated in the Kansas
2 Federal Court (the “Sprint Securities Class Action”).

3 16. Robbins Geller and Motley Rice LLC were appointed to serve as co-lead
4 counsel for the plaintiff investor class in the Sprint Securities Class Action.

5 17. On March 10, 2009, upon seeing that the first complaint in the Sprint
6 Securities Class Action was filed, Murphy contacted Weiser once again regarding
7 potential shareholder derivative claims that could be brought on behalf of Sprint.

8 18. The Law Firm thereupon reviewed the allegations forming the basis of
9 the Sprint Securities Class Action, together with new information regarding the
10 Sprint/Nextel merger and resulting write-down, and concluded within a few days of
11 the March 10, 2009 initiation of the Sprint Securities Class Action that Sprint may
12 have potential claims against its then-current and/or former officers and directors.

13 19. Weiser asked Murphy if Hartleib or any other potential client was
14 interested in initiating a shareholder derivative suit on behalf of Sprint against its
15 directors and officers.

16 20. Murphy informed Weiser that Hartleib and other potential clients were
17 still interested in bringing a shareholder derivative suit for the benefit of Sprint.

18 21. The Law Firm began researching and drafting a shareholder derivative
19 complaint.

20 22. On or about March 13, 2009, Weiser provided Murphy with the draft
21 shareholder derivative complaint for circulation among Murphy’s actual or potential
22 clients.

23 23. At that time, Weiser understood that Hartleib was one of Murphy’s
24 potential clients in the contemplated Sprint derivative lawsuit; however, neither
25 Weiser nor anyone else at the Law Firm had yet communicated with Hartleib.

26 24. On March 21 or 22, 2009, Weiser became aware that Murphy sent a draft
27 retention letter to Hartleib, even though up to that point Weiser had never directly
28 communicated with Hartleib.

1 25. Neither Weiser nor the Law Firm agreed to represent Hartleib at that
2 time.

3 26. On or about March 26, 2009, Weiser and Hartleib spoke for the first time,
4 by telephone.

5 27. During the March 26, 2009 call, Hartleib claimed to have spent
6 “hundreds of hours” investigating Sprint, and also stated that he contacted Robbins
7 Geller and “give[n] them” the facts and analysis necessary to prosecute the federal
8 securities claims asserted against Sprint in the Sprint Securities Class Action.

9 28. Hartleib also represented to Weiser during the March 26, 2009 call that
10 he was interested in seeking appointment as the lead plaintiff or as a co-lead plaintiff
11 in the Sprint Securities Class Action – a concept not particularly applicable to the
12 shareholder derivative litigation space.

13 29. Hartleib stated to Weiser that Hartleib believed he would make an ideal
14 lead plaintiff in the Sprint Securities Class Action based upon his claimed knowledge
15 regarding Sprint.

16 30. Also during the March 26, 2009 call, Hartleib strongly implied his
17 interest in sharing any attorneys’ fees the Law Firm might recover if it represented
18 Hartleib in connection with a potential shareholder derivative action brought on
19 Sprint’s behalf.

20 31. Hartleib’s apparent interest in a fee sharing agreement with the Law Firm
21 was extremely troubling to Weiser, as neither Weiser nor the Law Firm would
22 knowingly enter into such an agreement with a non-lawyer.

23 32. Based upon Hartleib’s representations and/or statements to Weiser
24 during the March 26, 2009 call regarding the Sprint Securities Class Action, and in
25 addition to the improper insinuation relative to a shared attorneys’ fees arrangement,
26 Weiser concluded that the Law Firm could not represent Hartleib in any derivative
27 action brought on behalf of Sprint, as any role potentially to be played by Hartleib in
28 launching and/or prosecuting the Sprint Securities Class Action against Sprint would

1 preclude his participation as a plaintiff to a derivative suit brought on behalf of Sprint.

2 33. By e-mail at 7:21 a.m. on March 27, 2009, a true and correct copy of
3 which is attached hereto as **Exhibit 2**, Weiser informed Murphy of his decision that
4 the Law Firm could not represent Hartleib in a shareholder derivative suit brought for
5 the benefit of Sprint.

6 34. Weiser explained to Murphy that his decision was based upon Hartleib's
7 "potential conflict in light of the other [Sprint Securities Class Action] litigation he's
8 involved in. Thus, I don't think he would make an adequate representative for Sprint."
9 Ex. 2.

10 35. Murphy and Weiser spoke by phone shortly after 7:21 a.m. on March 27,
11 2009, and Weiser reiterated that the Law Firm would not represent Hartleib in a
12 shareholder derivative action brought on behalf of Sprint under any circumstances.

13 36. By e-mail at 9:55 a.m. on March 27, 2009, a true and correct copy of
14 which is attached hereto as **Exhibit 3**, Murphy informed Hartleib that neither the
15 Murphy Firm nor the Law Firm would represent Hartleib in a shareholder derivative
16 action on behalf of Sprint due to Hartleib's "potential conflict of interest." Ex. 3.

17 37. The Law Firm eventually chose to represent Sprint shareholder Monica
18 Ross-Williams ("Ross-Williams") as the plaintiff to a shareholder derivative action
19 (the "Sprint Derivative Action") filed on behalf of Sprint against certain of its current
20 and former officers and directors in the District Court of Johnson County, Kansas (the
21 "Kansas State Court").

22 38. In July 2011, the law firm of Kahn, Swick & Foti, LLC ("Kahn Swick")
23 filed a separate shareholder derivative action on Sprint's behalf, naming Hartleib as
24 the representative plaintiff.

25 **Further Encounters with Hartleib - The Sirius XM Litigation**

26 39. On March 8, 2011, Hartleib and several other named plaintiffs filed a
27 shareholder derivative action on behalf of Sirius XM Satellite Radio, Inc. ("Sirius
28 XM") against Sirius XM's officers and directors in New York State Supreme Court

1 (New York County), alleging negligence, fraud, breach of fiduciary duties and self-
2 dealing (the “Sirius XM Derivative Action”). A true and correct copy of Hartleib’s
3 Sirius XM shareholder derivative complaint is attached hereto as **Exhibit 4**.

4 40. The plaintiffs in the Sirius XM Derivative Action were represented pro
5 se by Hartleib and his fellow named plaintiff, John Sorge. Ex. 4 pp. 1, 21.

6 41. Although the Law Firm previously declined to represent Hartleib in a
7 shareholder derivative action on behalf of Sprint, Hartleib sought to engage the Law
8 Firm as counsel for the plaintiffs in the Sirius XM Derivative Action.

9 42. To wit, Hartleib e-mailed Weiser about the Sirius XM Derivative
10 Action multiple times, without response. True and correct copies of e-mails from
11 Hartleib to Weiser dated June 2, 2011, June 11, 2011 and June 20, 2011 are attached
12 hereto as **Exhibit 5**.

13 43. Weiser was wary of getting involved in the tangled and multi-faceted
14 Sirius XM Derivative Action, and after undertaking a cursory review of the
15 allegations and purported derivative claims asserted against Sirius XM’s officers and
16 directors, Weiser and the Law Firm determined that Hartleib’s legal theories were
17 insupportable. Accordingly, Weiser and the Law Firm declined to represent Hartleib
18 and his fellow shareholder plaintiffs in the Sirius XM Derivative Action.

19 44. On August 31, 2011, Hartleib again e-mailed Weiser: “Rob, we need to
20 talk about you coming in on my Sirius state case. This Federal case was taken from
21 my case which was filed first. Khan Swick will work with us as I am providing all of
22 the research. Call me ASAP[.]” A true and correct copy of Hartleib’s August 31,
23 2011 e-mail to Weiser is attached hereto as **Exhibit 6**.

24 45. Weiser declined to call Hartleib, however, and the Law Firm elected not
25 to represent Hartleib or any other plaintiff(s) in any legal action with respect to Sirius
26 XM.

27 46. On February 16, 2012, Hartleib e-mailed Weiser and copied Hartleib’s
28 colleague, David Sacks: “Rob, are we going to do some business together or what?

1 You never called us back after we tried six times to reach you. David and I need to
2 make some money so that we can buy you a new phone!” A true and correct copy of
3 Hartleib’s February 16, 2012 e-mail to Weiser is attached hereto as **Exhibit 7**.

4 47. Notwithstanding Hartleib’s apparent persistence, the Law Firm declined
5 to engage in any business transaction or litigation with Hartleib in 2012 or thereafter
6 and Weiser/the Law Firm did not speak with Hartleib for several years thereafter.

7 **The Sprint Derivative Settlement**

8 48. Indeed it was not until after the majority of the Sprint shareholder
9 derivative lawsuits pending in the Kansas State Court and the Kansas Federal Court
10 based on the Sprint/Nextel merger, including the Sprint Derivative Action initiated by
11 Ross-Williams, achieved a collective settlement in or about 2016 (the “Sprint
12 Derivative Settlement”) that Weiser/the Law Firm had any interactions with Hartleib
13 again.

14 49. Hartleib – the only Sprint derivative plaintiff in any forum who did not
15 participate in the Sprint Derivative Settlement – was a vocal opponent of the Sprint
16 Derivative Settlement.

17 50. When the Law Firm and several other law firms representing other
18 derivative plaintiffs sought final approval of the terms of the Sprint Derivative
19 Settlement from the Kansas State Court, including the approval of agreed-to
20 attorneys’ fees for the plaintiffs’ counsel, Hartleib filed a formal pro se objection.

21 51. Weiser and Hartleib spoke by phone concerning Hartleib’s objection to
22 the Sprint Derivative Settlement on or about May 20, 2016, approximately one week
23 prior to the Sprint Derivative Settlement’s final approval hearing (the “Final Approval
24 Hearing”) in the Kansas State Court before the Honorable James Vano (“Judge
25 Vano”).

26 52. During that telephone conversation, Hartleib expressed to Weiser his
27 displeasure with the terms of the Sprint Derivative Settlement.

28 53. Notwithstanding Hartleib’s displeasure with the Sprint Derivative

1 Settlement terms, however, Hartleib proposed to withdraw his formal objection to the
2 Sprint Derivative Settlement if Weiser would agree to enter into a “consulting
3 agreement” with Hartleib, pursuant to which Hartleib would receive several hundred
4 thousand dollars and would provide the Law Firm with prospective theories for
5 derivative actions against unspecified Defendants and without specific plaintiffs
6 attached.

7 54. The Law Firm elected not to enter into any “consulting agreement” with
8 Hartleib, and once again was roiled by the unethical request made by Hartlieb.

9 55. Scorned by Plaintiffs’ rebukes of his advances and perceived
10 inappropriate proposals, and because his own shareholder derivative action was not
11 included in the Sprint Derivative Settlement, Hartleib appeared at the May 26, 2016
12 Final Approval Hearing before Judge Vano in support of his objection to the Sprint
13 Derivative Settlement.

14 56. As the approval process for the Sprint Derivative Settlement advanced,
15 Hartleib sent occasional goading and derisive e-mails to Plaintiffs. For example in a
16 May 24, 2016 e-mail, a true and correct copy of which is attached hereto as **Exhibit**
17 **8**, Hartleib taunted Weiser: “Rob, you are going to lose either with the honorable Vano
18 [sic] or on appeal!” and “You really should have been more diligent.” Ex. 9.

19 57. Five days after the Final Approval Hearing, on May 31, 2016, Hartleib
20 seemed to soften, e-mailing Weiser to “discuss the current case and any forthcoming
21 derivative [sic] on the tax issues. I would like to see the old [Sprint] board held
22 accountable.” A true and correct copy of Hartleib’s May 31, 2016 e-mail is attached
23 hereto as **Exhibit 9**.

24 58. Less than a month later, however, on June 28, 2016, Hartleib demanded
25 certain information regarding attorneys’ fees and reimbursement of costs for
26 plaintiffs’ counsel which had been submitted to the Kansas State Court in camera, e-
27 mailing Weiser: “please provide me with the documents in support of your fees filed
28 yesterday. . . I will notify the clerk if I don’t get them today. Also your delay will

1 provide me yet another reason to appeal is [sic] the Honorable Vano approves the
2 settlement.” A true and correct copy of Hartleib’s June 28, 2016 e-mail to Weiser is
3 attached hereto as **Exhibit 10**.

4 ***The Law Firm is Duped by a Disbarred Document Reviewer, and Hartleib’s***
5 ***Harassment Continues***

6 59. Jeffrey M. Silow (“Silow”) was hired by the Law Firm as a contract
7 attorney on several occasions between 2008 and 2017 for the purposes of performing
8 document review work; he was initially sourced through a Philadelphia-based legal
9 search and placement firm, Abelson Legal Search (“Abelson”), with which the Law
10 Firm had contracted.

11 60. Abelson was responsible for vetting the credentials and bar status of the
12 attorneys it placed, and Abelson held Silow out to the Law Firm as a licensed attorney
13 in good standing.

14 61. Meanwhile, in mid-2016, the Sprint Derivative Settlement was approved
15 by the Kansas State Court, but only about ten percent of the amount of the attorneys’
16 fees for the participating plaintiffs’ counsel that was agreed to by the parties was
17 awarded by the Court.

18 62. The Law Firm and the other firms that participated in the Sprint
19 Derivative Settlement appealed the sharply discounted attorneys’ fees awarded by the
20 Kansas State Court.

21 63. At no time did the Law Firm receive any complaints or negative feedback
22 regarding Silow’s productivity or the quality of the work he performed from any of
23 the firms managing the document review in the Sprint Derivative Action; to the
24 contrary, on more than one occasion the work of Silow and the quality thereof had
25 been praised by co-counsel.

26 64. However, in February 2017, for the first time, and to its utter shock and
27 dismay, the Law Firm received notification that Silow had been disbarred in the
28 Commonwealth of Pennsylvania decades earlier, although he had been holding

1 himself out as an attorney admitted in good standing to practice law. In order to
2 perpetrate his deception, Silow used his son's name on court submissions made by
3 the Law Firm with respect to Silow, and represented to the Law Firm that although
4 he went by the name "Jeffrey Silow" and wished to be called "Jeffrey," his legal name
5 was "Alexander J. Silow." Indeed, Silow represented himself to be Alexander J.
6 Silow in a sworn certification filed with the Kansas State Court in the Sprint
7 Derivative Action.

8 65. After learning of this deceit, the Law Firm immediately severed ties with
9 Silow, affirmatively notified the courts sitting in every action in which Silow's hours
10 were included as part of an "attorney time" lodestar calculation, reported the incident
11 to the Disciplinary Board of the Supreme Court of Pennsylvania, pressed criminal
12 charges against Silow in Montgomery County, Pennsylvania, and instituted a pending
13 civil case against Abelson and Silow in the Court of Common Pleas of Chester
14 County, Pennsylvania captioned The Weiser Law Firm, P.C. v. Abelson Legal Search
15 and Jeffrey Mark Silow, No. 2017-07778.

16 66. After the Law Firm pressed criminal charges against him, Silow pled
17 guilty to three criminal counts in Pennsylvania – unauthorized practice of law (42
18 Pa.C.S. § 2524), unsworn falsification to authorities (18 Pa.C.S. § 4904(b)) and
19 securing execution of documents by deception (18 Pa.C.S. § 4114).

20 67. As referenced herein, supra, over a multi-year period prior to the
21 revelation of his disbarred status, Silow engaged in significant document review work
22 in the Sprint Derivative Action, and the Law Firm immediately and voluntarily
23 disclosed to Judge Vano, who reviewed and approved the Sprint Derivative
24 Settlement, and to the Clerk of the Kansas Court of Appeals (the "Kansas Appeals
25 Court") – which was then considering the appeal from the attorneys' fee award in the
26 Sprint Derivative Settlement as well as Hartleib's own pro se appeal of Judge Vano's
27 approval of the Sprint Derivative Settlement – that Silow affirmatively
28 misrepresented himself to the Kansas State Court as a licensed attorney in good

1 standing. True and correct copies of the Law Firm's February 6, 2017 letters to both
2 the Kansas State Court (Case No. 11-cv-01688) and the Kansas Appeals Court
3 (Appeal No. 17-117139-A) are collectively attached hereto as **Exhibit 11**.

4 68. Although a billing audit conducted by the firm(s) hosting the document
5 review on the remote review platform, Relativity, reinforced the validity of the hours
6 Silow worked on the Sprint Derivative Action and the quality of Silow's review work,
7 the reduced attorneys' fee award in the Sprint Derivative Settlement was affirmed on
8 appeal.

9 69. Hartleib was delighted to learn that the Law Firm had been duped by
10 Silow, defrauded by Abelson, and awarded a vastly reduced fee in the Sprint
11 Derivative Settlement, and he unleashed a deluge of abuse upon the Plaintiffs, and
12 Weiser in particular; Hartleib saw the Silow revelation as his purported opportunity
13 to continue to harass Plaintiffs in the false-name of litigation integrity, by and through
14 many communications to the shareholder derivative bar, court filings, and improper
15 communications with judges and represented clients.

16 70. On March 6, 2017, Hartleib e-mailed Weiser and copied eleven members
17 of the bar from five different law firms, as well as the administrative assistant for the
18 Kansas State Court, writing in relevant portion as follows:

19 Rob, I am a little confused! . . . It seems your statements to the Appellate
20 Court were disingenuous at best. Shocking! . . .

21 I especially like the comment that you felt as though you had an ethical
22 obligation to inform the Court, prior to briefing . . . Ethical obligation,
23 what a Saint [sic] . . . Your attempts, [sic] to obfuscate your chicanery in
24 this case is galvanizing my convictions, strengthening my resolve to
25 expose all of the corrupt parties in this case! This lawyer driven litigation
26 must and will cease. Your temerity, to seek leave of the Appellate Court
27 to reinstate fees, given what I have uncovered is frankly astonishing and
28 provoking wrath. I will take this all the way to the Kansas Supreme

1 Court if needed, as the integrity of the judicial system is at stake!

2 A true and correct copy of Hartleib's March 6, 2017 e-mail is attached hereto
3 as **Exhibit 12** (emphasis in original).

4 71. On March 6, 2017, Hartleib, completely unsolicited and without the
5 permission of Ross-Williams, contacted Ross-Williams, the plaintiff in the Sprint
6 Derivative Action, by telephone. Upon information and belief, Hartleib obtained the
7 phone number for Ross-Williams through an internet search.

8 72. During the March 6, 2017 call, Hartleib verbally harassed and threatened
9 Ross-Williams with hostile insinuations and references to Ross-Williams's personal
10 and professional life; Hartleib also told Ross-Williams that the Law Firm was a
11 "criminal enterprise" and was not serving her interests as a Sprint shareholder.

12 73. Hartleib did not seek or obtain permission from Ross-Williams' counsel
13 or an order of the Kansas Appeals Court to contact Ross-Williams, and therefore his
14 unsolicited telephone call to her constituted a clear violation of Rule 4.2 of the Kansas
15 Rules of Professional Conduct, as the Kansas Appeals Court specifically held in its
16 March 30, 2017 order (the "Protective Order").

17 74. Ross-Williams explicitly asked Hartleib not to contact her again, and to
18 direct all future communications to her counsel, the Law Firm.

19 75. Ross-Williams then contacted the Law Firm, recounted Hartleib's call to
20 her, and reported that she felt shocked, disturbed, harassed and threatened by Hartleib
21 during the March 6, 2017 call.

22 76. In a declaration filed with the Kansas Appeals Court on May 18, 2018, a
23 true and correct copy of which declaration is attached hereto as **Exhibit 13**, Ross-
24 Williams described the March 6, 2017 telephone call from Hartleib in relevant portion
25 as follows:

26 Upon answering the telephone when Hartleib called me on the evening
27 of March 6, 2017, I did not realize at first who I was speaking to. Hartleib
28 proceeded to attempt to discuss matters related to the Appeal with me, in

1 a highly confrontational manner. Once I realized who Hartleib was and
2 that he had somehow found my phone number and called me directly
3 regarding the Appeal, **I told Hartleib I did not wish to speak to him**
4 **any further. I asked Hartleib not to contact me again and to direct**
5 **all future communications to my counsel.**

6
7 Hartleib, however, did not hang up the phone at that point. Instead, he
8 tried to continue the conversation by **making references to certain**
9 **matters about me that were wholly unrelated to the Appeal;**
10 **specifically, my role as an elected official in Ypsilanti Township,**
11 **Michigan, where I serve on the Township Board of Trustees.** I can
12 only assume that Hartleib conducted an internet search and tried to learn
13 as much as he could about me prior to calling me on March 6, 2017.

14
15 In the first instance, **I was taken aback and frightened** once I realized
16 that Hartleib had called me directly about the Appeal, and given the tenor
17 of the call I suspected that he did so **in an attempt to intimidate me.**
18 But once Hartleib brought up matters about me that were completely
19 unrelated to the Appeal, **I became certain that his purpose for calling**
20 **was to harass and threaten me.** I felt very uncomfortable and wanted
21 to end the call with Hartleib as soon as possible, but I thought it best to
22 try to end the conversation in a non-confrontational way. To that end, I
23 told Hartleib that if he wished to do so he could copy me on
24 communications directed to my counsel, and I provided him with an
25 email address which I seldom use.

26 Ex. 13 ¶¶ 3-5 (emphasis supplied).

27 77. Inexplicably, Hartleib disregarded Ross-Williams' clear directive and e-
28 mailed her directly, copying fifteen members of the bar and the Kansas State Court's

1 administrative assistant, at 3:16 a.m. the following morning, March 7, 2017, a true
2 and correct copy of which e-mail is attached hereto as **Exhibit 14**.

3 78. Therein, Hartleib stated to Ross-Williams and members of the bar:
4 Dear Ms. Williams, it was a pleasure speaking with you this evening. I
5 am sorry that your Counsel has not kept you apprised of the details of
6 your case. **I find it unconscionable that your attorneys failed to**
7 **inform you of Judge Vano's rulings or that an Appeal was filed on**
8 **your behalf. I do believe that you are a unwitting victim of their**
9 **fraud committed against the Court. As we discussed they have**
10 **submitted millions of dollars in fraudulent billing in your case. As I**
11 **informed you that this was not just my opinion, the Judge in your**
12 **case came to a similar conclusion. In fact, your attorneys have now**
13 **admitted to at least 1.6 million dollars in fraudulent bills submitted**
14 **to the Court. Mr. Weiser has confirmed this in two separate letters.**
15 (See attached). I am no expert, but **when a Firm admits criminal acts**
16 **in a case** I believe they are obligated to notify you as the Plaintiff. Mr.
17 Weiser and his Firm have already contacted their Bar associations and
18 other Courts to **self-report their criminal acts**. I have contacted the
19 district attorney's offices in Pennsylvania and Kansas and will be filing
20 formal complaints. I am sorry to be the person to inform you of this, as
21 it was your attorneys responsibility to do so. I am seeking a full
22 evidentiary hearing where your Counsel will be forced to testify under
23 oath and you can address the Court. As you can see by the letters from
24 Mr. Weiser **they are in a lot of trouble**, but claim they are victims of
25 Mr. Silow. **I will provide incontrovertible proof that Mr. Weiser et.**
26 **al. is just as guilty as Mr. Silow. This is just the tip of the iceberg.**
27 Details of our call will be submitted to the Kansas Court of Appeals in a
28 sworn declaration and provided to Judge Vano. As per your request I

1 copied all of the attorneys in your case as well as Judge Vano's Clerk.

2 Thank you for taking the time to speak with me this evening.

3 Ex. 14 (emphasis supplied).

4 79. Hartleib's March 7, 2017 e-mail to Ross-Williams, fifteen members of
5 the bar and the Kansas State Court's administrative assistant was filled with gross
6 misstatements of fact and outright lies; to wit, the Law Firm never admitted to
7 fraudulent billing or committed any "criminal acts," Judge Vano never concluded that
8 the Law Firm "submitted millions of dollars in fraudulent billing," nor did the Law
9 Firm's letters to the Kansas State Court and Kansas Appeals Court regarding Silow
10 "confirm" any misdeed. See Ex. 14. The Law Firm was not "in a lot of trouble" or
11 "just as guilty as Mr. Silow," nor was the fraud Silow and Abelson committed against
12 the Law Firm "just the tip of the iceberg." Id.

13 80. Although the Law Firm sent Hartleib a cease-and-desist letter, see Ex.
14 14, Hartleib paid it no mind, responding by e-mail on March 7, 2017 (and copying
15 fifteen members of the bar and Judge Vano's administrative assistant) as follows:

16 Mr. Weiser, as I am preparing my sworn declaration regarding my
17 communication with you "client", I do not have time to address all of the
18 self-serving misrepresentations in your letter. The 15 minute consensual
19 conversation with your "client" was very enlightening. She provided her
20 email address and ask that I copy Counsel, so that I could forward the
21 documents you failed to provide. **For you to characterize this as**
22 **harassment is another blatant attempt to distract and obfuscate your**
23 **fraudulent acts and bastardization of the judicial system. I caution**
24 **you, that coercing your "client" to misstate facts regarding our call**
25 **will only inflict additional damage to what little credibility you have**
26 **left. You Sir, and your coconspirators are the ones that need to Cease**
27 **and Desist. Your so-called "client" is representing my interest and**
28 **her attorneys are corrupt, therefore I will neither Cease nor Desist.**

1 As far as your not so veiled threat that Ms. Williams “reserves all of her
2 rights”, **if you are threatening legal action against me, feel free, I will**
3 **be happy to waive service to expedite said action. I find the prospects**
4 **of discovery quite compelling. Your threats do nothing but,**
5 **strengthen my resolve and galvanize my convictions. Call it a**
6 **personality defect!** Instead of wasting my time, I would suggest you
7 consult with an ethics attorney, that’s right, you already have!

8 Ex. 14 (emphasis supplied).

9 81. Of course, Hartleib lied about the consensual nature of his improper and
10 unlawful contact with Ross-Williams, and his harassment of Ross-Williams resulted
11 in the Kansas Appeals Court issuing its Protective Order on March 30, 2017
12 prohibiting Hartleib from contacting Ross-Williams.

13 82. Hartleib sought twice before the Kansas Appeals Court and once before
14 the Kansas Supreme Court to have the Protective Order lifted. In response to one
15 such effort, Ross-Williams wrote in a declaration submitted to the court:

16 I was shocked to learn that Hartleib recently filed a motion to vacate the
17 Protective Order. I can only assume that Hartleib intends to try to contact me again
18 and harass me further. I was very frightened and disturbed by Hartleib’s conduct in
19 March 2017, and I was pleased and relieved that the Protective Order was granted. If
20 the Protective Order were to be vacated, I would fear that Hartleib would once again
21 attempt to intimidate, harass, and threaten me. I see no reason why Hartleib should
22 be permitted to direct communications to me instead of my counsel. I respectfully
23 request that this Court deny Hartleib’s motion and keep the Protective Order in place.

24 Ex. 13 ¶ 9.

25 83. None of Hartleib’s efforts to vacate the Protective Order were successful.

26 84. In fact, one year later, on April 7, 2018, when the Law Firm opposed
27 Hartleib’s unsuccessful Motion to Reconsider and Vacate the Protective Order,
28 Hartleib e-mailed Weiser and copied eight other members of the bar, as follows:

1 **Rob, your ability to set the bar at new lows, never disappoints!**

2 Clearly, this is in retaliation to your being rightfully removed as co-lead
3 counsel in the Equifax case. **Your attempt to mislead the Appellate**
4 **Court with incomplete records might be your standard operating**
5 **procedure, but I believe it will cost you when I seek sanctions. Your**
6 **personal attacks smack of desperation, they do nothing to dissuade**
7 **me, in fact they galvanize my convictions and strengthen my resolve!**

8 Rob, you may want to contact your investigators, L. English Research
9 Services Inc. to seek a partial refund. When they pulled the records on
10 March 26th, they missed a DUI from the eighties and a fixit ticket. **Your**
11 **ill-advised actions, and ad-hominem attacks are making the Weiser**
12 **Firm radioactive!**

13 Have a wonderful weekend.

14 A true and correct copy of Hartleib's April 7, 2018 e-mail regarding the Law
15 Firm's opposition to Hartleib's Motion to Reconsider and Vacate the Protective Order
16 is attached hereto as **Exhibit 15** (emphasis supplied).

17 85. After learning about Silow's duplicity, the Law Firm hired a public
18 relations firm, which was contacted on or about March 8, 2017 by a reporter from *The*
19 *Wall Street Journal*, a high-profile daily newspaper with international distribution.

20 86. Upon information and belief, the reporter from *The Wall Street Journal*
21 received a "tip" from Hartleib about Silow's disbarred status and role as a document
22 reviewer in the Sprint Derivative Action.

23 87. On March 13, 2017, *The Wall Street Journal* published the resulting
24 article: "One Lawyer, 6,905 Hours Leads to \$1.5 Million Bill in Sprint Suit." The
25 article failed to mention the fact that Silow's nearly 7,000 billable hours were billed
26 over the course of four years.

27 88. Nearly one hundred media outlets picked up and further publicized *The*
28 *Wall Street Journal's* March 13, 2017 article.

1 89. In an April 12, 2017 e-mail to Weiser and ten other members of the bar,
2 as well as the Kansas State Court’s administrative assistant, Hartleib wrote of Weiser:
3 “What an embarrassment to the bar! See you in Court.” A true and correct copy of
4 Hartleib’s April 12, 2017 e-mail is attached hereto as **Exhibit 16**.

5 90. Alarminglly, upon information and belief, on April 25, 2017, Hartleib
6 mailed several copies of an “anonymous” profanity-laced letter to six judges sitting
7 on the Court of Common Pleas of Chester County, Pennsylvania, which was
8 forwarded to Weiser on April 26, 2017 by Loretta M. Hines, Judicial Assistant to the
9 Hon. Anthony A. Sarcione. True and correct copies of the April 26, 2017 forwarding
10 e-mail, the transmitting envelope and the April 25, 2017 threatening letter are attached
11 hereto as **Exhibit 17**.

12 91. In the April 25, 2017 letter, Hartleib circles a headline referencing the
13 Kansas State Court’s reduction of the attorneys’ fees for plaintiffs’ counsel in the
14 Sprint Derivative Settlement and writes in longhand: “What, if anything, do you
15 intend to DO about this!!” Ex. 16. Over two typed and highlighted pages, Hartleib
16 sets forth his negative views about class actions – which are entirely distinguishable
17 from the shareholder derivative litigation – and recounts his version of Silow’s fraud
18 upon the Law Firm, noting “**Judge JIMMIE VANO in Kansas, God Bless His soul,**
19 **caught the firm in the act and knocked out 90% of their billing** They claimed
20 **shock & surprise.**” Ex. 17 (emphasis in original).

21 92. Most concerninglly, Hartleib attaches a page entitled “imaginary
22 dialogue,” which ostensibly documents his imagined conversation with Weiser
23 regarding Silow (including but not limited to his misrepresentation of his first name,
24 Jeffrey, on a court document, which he signed “Alexander Jeffrey Silow,” although
25 Hartleib misstates this as “Andy”). Ex. 17. The “imaginary dialogue” concludes:

26 [Weiser:] “Well I get where you are going with this line of
27 questioning. Are you saying that we knew that he was a disbarred lawyer
28 and we were trying to milk the class action jackpot with his phony

1 billing” [sic]

2 [Hartleib:] You said it better than I could.

3 [Weiser:] “Well, you can **GO F**K YOURSELF ASSHOLE. I’M**
4 **OUT OF HERE AND YOU CAN TALK TO MY LAWYER IF YOU**
5 **WANT** [sic]

6 Ex. 17.

7 93. In forwarding the letter to Weiser from Judge Sarcione’s chambers, Ms.
8 Hines wrote: “The attached letter was received in Chambers yesterday, 4/25/17. Five
9 other Judges in Chester County received the same letter. Judge Sarcione thought you
10 should be alerted since you are referenced in the letter. Please feel free to contact
11 Chambers if you feel it necessary or have any questions or concerns.” Ex. 17.

12 94. On May 19, 2018, Hartleib e-mailed Weiser and eight other members of
13 the bar: “Plaintiff Counsel, and I use this term loosely, when making false allegations
14 against a party I would suggest you at least get it right. I am no expert, but I am pretty
15 sure it would be libelous! I will demonstrate its proper use posthaste!” A true and
16 correct copy of Hartleib’s May 19, 2018 e-mail is attached hereto as **Exhibit 18**.

17 95. Two weeks later, on June 2, 2018, Hartleib sent an unsolicited e-mail to
18 Weiser, eleven other members of the bar, and Judge Vano’s administrative assistant,
19 Jill Boren, regarding media coverage of a lawsuit against State Street Bank, with
20 which Plaintiffs had no involvement whatsoever:

21 Dear Ms. Boren, I thought the Honorable James Vano would find the
22 link to the National Law Journal Article of interest. It is clear that the
23 Plaintiff’s Bar is rife with corruption, in both Class Action and
24 Derivative cases. **Much like the fraud Weiser et.al. committed in the**
25 **“Ross-Williams” case**, it appears to be standard operating procedure for
26 many firms to submit millions in fraudulent fee requests upon the Court.
27 This State Street case involves large well established firms and nearly
28 100 million in fees. **At present, it appears Weiser et.al. has not been**

1 out done, as there is no mention of the unlicensed practice of law by
2 a convicted felon using an alias.

3 I will be contacting the Special Master, and filing an Amicus Brief in the
4 State Street case to inform them of the chicanery that has taken place in
5 the “Ross-Williams” case. Although entirely unrelated, it presents a
6 troubling pattern of fraud and corruption in these lawyer driven cases. I
7 will be seeking public dissemination of the Special Master’s report to
8 show the breadth of corruption within the Plaintiffs Bar. The actions of
9 Weiser et.al. and the Firms in the State Street case is the very definition
10 of Racketeering, and warrants legislative reform.

11 [https://www.law.com/nationallawjournal/2018/05/31/judge-presses-lead-](https://www.law.com/nationallawjournal/2018/05/31/judge-presses-lead-plaintiff-in-state-street-bank-lawsuit-on-overbilling-questions/)
12 [plaintiff-in-state-street-bank-lawsuit-on-overbilling-questions/](https://www.law.com/nationallawjournal/2018/05/31/judge-presses-lead-plaintiff-in-state-street-bank-lawsuit-on-overbilling-questions/)

13 Michael Hartleib 646-494-5901

14 A true and correct copy of Hartleib’s June 2, 2018 e-mail is attached hereto as
15 **Exhibit 19** (emphasis supplied).

16 **Hartleib Inserts Himself into the Law Firm’s Pending Litigations**

17 96. Hartleib then began injecting himself into the Law Firm’s pending
18 litigations nationwide.

19 97. Upon information and belief, Hartleib scanned federal dockets around
20 the country for the names of the Law Firm’s attorneys, in order to insert himself into
21 the Law Firm’s cases; Hartleib’s principal aim was to harass Weiser and damage the
22 Law Firm.

23 98. For example, on August 17, 2018, Hartleib sent Weiser the following e-
24 mail, a true and correct copy of which is attached hereto as **Exhibit 20**:

25 Rob, will you be at the Witmer v Steven hearing on the 27th? I will do
26 my best to attend. I am very familiar with Judge Carney? [sic] **We can**
27 **discuss my concerns with L.C, A 10 and several other companies in**
28 **which I am a shareholder. It appears we will be forced to deal with**

1 **each other for the foreseeable future.** In hindsight, I should have
2 avoided stocks, and invested more in real estate. Our interest were
3 supposed to be aligned. Instead, I was attacked! If you have any
4 questions, or wish to proffer an apology, you know how to reach me.
5 That said, other action is eminent!
6 Ex. 20 (emphasis supplied).

7 99. The “Witmer v. Steven” matter Hartleib references is actually *Witmer v.*
8 *Sugarman*, a shareholder derivative suit filed in the United States District Court for
9 the Central District of California, which was dismissed on August 23, 2018. No.
10 SACV 18-00246-CJC(DFMx), 2018 U.S. Dist. LEXIS 217850 (C.D. Cal. Aug. 23,
11 2018). Hartleib was not a party in *Witmer v. Sugarman*, and Plaintiffs have no
12 evidence that Hartleib was a shareholder of the underlying corporation. No hearing
13 was held in that case, and Hartleib never submitted any filing in that case.

14 100. The *LC* and *A10* cases were other derivative actions pending in federal
15 court in California at that time, in which Hartleib was not a named party and Plaintiffs
16 have no evidence that Hartleib was a shareholder of the underlying corporations.

17 101. Hartleib indicated in no uncertain terms that, as part of his laser-focused
18 campaign to undermine Weiser and the Law Firm, he intended to involve himself in
19 the Law Firm’s other derivative litigations (which are unrelated to Hartleib in any
20 way) throughout the country. The following paragraphs offer a few examples of
21 Hartleib’s efforts.

22 **EQUIFAX DERIVATIVE LITIGATION**

23 102. On March 15, 2018, in *In re Equifax, Inc. Derivative Litigation.*, No.
24 1:18-cv-00317-TWT (consolidated with Nos.: 1:218-cv-00477-TWT and 1:18-cv-
25 00577-TWT) (N.D. Ga.) (the “Equifax Derivative Litigation”), during the pendency
26 of competing motions for the appointment of lead counsel before the United States
27 District Court for the Northern District of Georgia involving the Law Firm, Hartleib
28 filed “Michael Hartleib, Shareholder and Concerned Citizen, Motion [sic] for

1 Acceptance of Amicus Curiae Brief in Opposition to the Appointment of The Weiser
2 Firm as Co-Lead Counsel,” a true and correct copy of which – together with the
3 proposed “Amicus Curiae Brief of Concerned Citizen and Shareholder Michael
4 Hartleib in Opposition of [sic] the Appointment of The Weiser Firm as Co-Lead
5 Counsel” – is attached hereto as **Exhibit 21**.

6 103. Therein, Hartleib expresses his purported “extreme concern” about
7 vague “troubling actions of Weiser et.al,” in the Sprint Derivative Action; Hartleib’s
8 “concern” largely pertains to the Law Firm’s employment of disbarred attorney Silow
9 as a document reviewer. Ex. 21 p. 4.

10 104. Hartleib alleges that the Law Firm “lied, misl[ed] the court,”
11 “attempt[ed] to confuse the Court [sic],” “used an unfit plaintiff,” engaged “in
12 fraudulent billing,” made “false statements,” employed another attorney who
13 “repeatedly perjured himself” and constituted “an utter embarrassment to the
14 Plaintiff’s Bar,” operates a “criminal enterprise,” “sees plaintiff’s [sic] as a ‘necessary
15 nuisance,’” displayed “hubris and utter contempt for the Court,” engaged in
16 “contemptuous actions in the case” and “Self-Dealing, Unclean Hands and Shameful
17 Violations of Public Trust,” undertook a “zealous quest for reinstatement of four
18 million dollars in unwarranted fees,” “follow[ed] a different set of standards, one that
19 sets the bar at new lows,” made a “desperate attempt to unjustly enrich themselves,”
20 and “has committed criminal acts upon the Kansas Court and a multitude of others
21 across the country.” Id. pp. 4-9 (emphasis in original).

22 105. In his proposed *amicus* brief, Hartleib also grossly mischaracterizes the
23 contents of the Law Firm’s legal filings, the findings of the Kansas State Court, and
24 certain statements from the appellate bench during oral argument before the Kansas
25 Appeals Court, and admits to his unlawful contact with Ross Williams. Id. pp. 4, 6-
26 8.

27 106. Hartleib concludes: “what is going on at the Weiser firm? Either they
28 are completely corrupt, or entirely inept, whichever is the case they are not fit to act

1 as lead on any representative suit.” Id. p. 9.

2 107. In its opposition to Hartleib’s motion for leave to file his amicus curiae
3 brief, a true and correct copy of which is attached hereto as **Exhibit 22**, the Law Firm
4 notes:

5 Hartleib submits his proposed amicus filing not as a true, disinterested
6 “friend of the court” or even as a shareholder in Equifax, Inc., but purely
7 in an adversarial capacity in his continuing and openly hostile effort to
8 harass and disturb the Weiser Firm, its clients, and other law firms with
9 whom the Weiser Firm works ...

10 Hartleib is attempting to use his purported amicus filing in this Action as
11 a weapon against the Weiser Firm and its clients, and this Court should
12 not permit Hartleib’s brazen abuse of the amicus mechanism to the
13 partisan detriment of plaintiffs in this Action.

14 Hartleib is not an “impartial individual” suggesting the proper
15 interpretation of any law, but rather a serial harasser of the Weiser Firm
16 and its clients.

17 Hartleib is seeking to extend his malicious campaign against the Weiser
18 Firm from the Sprint derivative action to this Action . . .

19 Ex. 22 pp. 1, 4, 6, 10 (parentheticals omitted).

20 108. One of the attorneys at the Law Firm, James Ficaro, transmitted a copy
21 of the Law Firm’s opposition, to which Hartleib responded by e-mail on March 22,
22 2018, a true and correct copy of which is attached hereto as **Exhibit 23**: “I received
23 these filings several hours ago! Let Rob know he is making a catastrophic mistake!”

24 109. At the hearing on the competing motions for appointment of lead counsel
25 in the Equifax Derivative Litigation, prior to any ruling on Hartlieb’s *amicus* motion,
26 Hartleib appeared before Judge Thomas W. Thrash, Jr. (“Judge Thrash”) and was
27 permitted to speak.

28 110. Without explaining his reasoning, Judge Thrash declined the Law Firm’s

1 motion to be appointed co-lead counsel in the Equifax Derivative Litigation; Hartleib
2 took credit for this result, e-mailing Weiser a copy of Judge Thrash’s order on April
3 5, 2018, a true and correct copy of which e-mail is attached hereto as **Exhibit 24**, and
4 stating: “Just got home and wanted to make sure that you have this! Good to finally
5 meet you Rob! Like I said, none of this was necessary!” Ex. 24.

6 **BIG LOTS DERIVATIVE LITIGATION**

7 111. *In re Big Lots, Inc. Shareholder Litigation*, No. 2:12-cv-445 (S.D. Oh.)
8 (“Big Lots Derivative Litigation”), was a derivative suit which asserted a claim for
9 corporate waste by certain of Big Lots’ officers and directors in connection with an
10 alleged insider stock selling scheme and stock repurchase plan.

11 112. Settlement of the derivative claims received preliminary approval from
12 the Honorable Michael H. Watson (“Judge Watson”) of the United States District
13 Court for the Southern District of Ohio on April 6, 2018.

14 113. As Judge Watson noted in his August 28, 2018 Opinion and Order
15 granting final approval to the settlement in the Big Lots Derivative Action, a true and
16 correct copy of which Opinion and Order is attached hereto as **Exhibit 25**: “On
17 August 24, 2018, well after the time to object and the fairness hearing took place, the
18 Court received an email from Michael Hartleib (“Hartleib”), a shareholder who had
19 an interest in a different case involving The Weiser Firm, P.C. (“Weiser”).” Ex. 25
20 p. 11 fn.2.

21 114. Hartleib’s e-mail to Judge Watson in the Big Lots Derivative Litigation
22 was never provided to Plaintiffs, but Judge Watson described it as follows: “Hartleib
23 raised concerns over Weiser’s billing practices in this prior case and stated that he
24 wanted to inform the Court so that it could scrutinize the fee request in this case.” *Id.*

25 115. Judge Watson noted that: “Hartleib does not indicate that he is a
26 shareholder in Big Lots or otherwise an interested party in this case. Furthermore, the
27 Court always scrutinizes the billing records of plaintiffs’ counsel before approving
28 fee awards.” *Id.*

1 116. Judge Watson elected “out of an abundance of caution” to re-analyze the
2 Law Firm’s billing entries submitted in the Big Lots Derivative Litigation, gave the
3 Law Firm an opportunity to respond to Hartleib’s scurrilous allegations, and
4 determined that “[t]he Court is fully satisfied that the hours billed by Weiser were
5 reasonable in this case.” *Id.*

6 **CENTURYLINK DERIVATIVE LITIGATION**

7 117. In re *Centurylink Sales Practices and Securities Litigation*, No. 17-md-
8 2795-MJD—MM (the “Centurylink Derivative Litigation”), was initiated in 2017 in
9 the United States District Court for the District of Minnesota. It includes a
10 consolidation of the separately-filed shareholder derivative cases captioned *Tansey v.*
11 *Perry, et al.*, No. 18-cv-02460-MJD-KMM; *Flanders v. Post, et al.*, No. 18-cv-02833-
12 MJD-KMM; *Ault v. Post, et al.*, No. 18-cv-02834-MJD-KMM; *Barbree, et al. v.*
13 *Bejar, et al.*, No. 18-cv-02835-MJD-KMM; and *Palkon v. Boulet, et al.*, No. 19-cv-
14 00284-MJD-KMM.

15 118. On March 5, 2019, one day prior to a hearing addressing competing
16 motions for appointment of lead counsel in the Centurylink Derivative Litigation,
17 Hartleib filed a self-styled “Amicus Curiae Brief of Shareholder Michael Hartleib and
18 Concerned Citizen in Opposition of [sic] the Appointment of Robbins Arroyo and the
19 Weiser Firm et. al. as Lead Counsel in the Consolidated Derivative Action,” a true
20 and correct copy of which is attached hereto as **Exhibit 26**.

21 119. The Law Firm was not seeking appointment as co-lead counsel with
22 Robbins Arroyo LLP (“Robbins Arroyo”) or any other law firm in the Centurylink
23 Derivative Litigation. Instead, the Law Firm was a part of the support structure
24 proposed by the law firm of Bragar Eagle & Squire, P.C. in its motion for appointment
25 as lead counsel in the Centurylink Derivative Litigation.

26 120. Robbins Arroyo filed an application for its own appointment as lead
27 counsel in the Centurylink Derivative Litigation.

28 121. Years earlier, Robbins Arroyo filed a shareholder derivative lawsuit on

1 behalf of Sprint, arising from the Sprint/Nextel merger, which – like the Sprint
2 Derivative Action filed by the Law Firm – was resolved by the Sprint Derivative
3 Settlement.

4 122. As noted hereinabove, Hartleib did not participate in the Sprint
5 Derivative Settlement, and objected vociferously to the Sprint Derivative Settlement.

6 123. Furthermore, Hartleib is not a shareholder in Centurylink, nor does he
7 claim to be a shareholder in Centurylink, thus depriving him of standing as *amici* in
8 the Centurylink Derivative Litigation.

9 124. In his brief, Hartleib claims that he seeks to “inform this Court of
10 ongoing troubling actions by the Weiser and Robbins Arroyo et.al. [sic] Firms,”
11 pertaining to the Sprint Derivative Settlement. Ex. 26 p. 2.

12 125. Hartlieb alleges that the Law Firm and Robbins Arroyo utilized
13 “deceased parties, friends and family members which [sic] lacked standing, and paid
14 serial criminal Plaintiffs,” and that they “generate thousands of billable hours for
15 illusory work, submit fraudulent time logs and seek hundreds of millions in unjust
16 fees in cases across the country.” Id.

17 126. Hartleib alleges that when he objected to the Sprint Derivative
18 Settlement, “I was subjected to vicious ad hominem attacks as Weiser and Robbins
19 Arroyo et.al. [sic] proved they would stop at nothing to protect their criminal
20 enterprise . . . Weiser et.al [sic] lied, misleading the court [sic] . . . Weiser et.al. [sic]
21 committed perjury and admitted to billing fraud.” Id. pp. 6-7.

22 127. Hartleib admits to contacting Ross-Williams without consent of counsel
23 or the Kansas Appeals Court, and further admits that upon receiving the Law Firm’s
24 cease-and-desist letter, “I replied by informing them that I would neither cease nor
25 desist as the truth is an absolute defense. I informed them that they and their co-
26 conspirators were the ones that needed to Cease and Desist.” Id. p. 7 (emphasis in
27 original).

28 128. Hartleib alleges that in the Centurylink Derivative Litigation, Weiser “is

1 now forced to initiate a new strategy, one of hiding behind another firm Bragar Eagel
2 [sic] and Squire seeking lead in this case in an effort to manage cases behind the scene
3 [sic]. Greed appears to be powerful [sic] motivator.” Id.

4 129. Hartleib also alleges without any basis that “Mr. Jeffrey Mark Silow has
5 worked for the Weiser and Robbins Arroyo et.al. Firms [sic] for over 10 years, billing
6 likely more than 100 million dollars in illicit fees, in a multitude of cases across the
7 country.” Id. p. 8.

8 130. On the following day, March 6, 2019, Hartleib appeared at a hearing
9 before the Honorable Michael J. Davis (“Judge Davis”) with respect to the competing
10 motions for appointment of lead counsel in the Centurylink Derivative Litigation. A
11 true and correct copy of the relevant portions of the transcript of the March 6, 2019
12 hearing before Judge Davis is attached hereto as **Exhibit 27**.

13 131. As the Law Firm did not seek lead counsel appointment in the
14 Centurylink Derivative Litigation, neither Weiser nor anyone else from the Law Firm
15 attended that hearing.

16 132. After counsel for each of the competing movants were heard, Hartleib
17 was permitted to speak by Judge Davis, and did so as follows, in relevant portion:

18 As your honor knows, in the amicus brief I lay things out that shows [sic]
19 a pattern, a course of conduct over many years. I, as a shareholder, have
20 had to defend my interests against the likes of Robbins Arroyo and more
21 recently the Weiser Law Firm.

22 Ex. 27 at 40:11-15.

23 [T]he way I have gotten involved in this is I see someone that [sic] falsely
24 purports to represent the shareholders’ interests or the corporation, the
25 shareholders derivatively, and then I see no meaningful relief or nearly
26 illusory relief and a tremendous amount in attorneys fees. And in the
27 Kansas case, I mean, I was subjected, I was – my character – I mean, I
28 ended up having to defend my character, and I wasn’t the one that [sic]

1 did anything wrong. You know, I mean, it's unbelievable the attacks that
2 I took, so – **but it does nothing to dissuade me. It just galvanizes my**
3 **conviction and strengthens my resolve.**

4 Id. at 41:3-13 (emphasis provided).

5 With regard to the amicus brief, I didn't have a full service, the notice,
6 you know, who to serve everyone. And I understand that it could be
7 prejudicial because they haven't had a chance to respond, but I welcome
8 a response. That said, **if the firms would like to give me a list of their**
9 **forthcoming cases in which they are seeking leave, I could be certain**
10 **to notify everybody timely** and I wouldn't have to prepare, stay up all
11 night, all weekend long, to try to draft an amicus brief and get it to the
12 court and then, you know, fly in.

13 Id. at 41:24-42:8 (emphasis provided).

14 And, Your Honor, *I know for a fact that the Weiser firm knew who Mr.*
15 *Silow was and that will come out, you know, during the course of*
16 *litigation.* And I am pretty certain that the Robbins Arroyo firm knew
17 who he was as well.

18 These firms, when these firms are up to no good, when they are billing
19 illusory hours – you know, if I had 30 minutes with Your Honor in
20 chambers, I could give Your Honor a lot more information . . .

21 Id. at 43:4-12.

22 133. After bringing Hartleib's meandering comments to a close, Judge Davis
23 permitted George C. Aguilar, Esquire of Robbins Arroyo to respond to Hartleib's
24 amicus brief and remarks at the hearing. Id. at 44:1-46:11. The Court also gave Mr.
25 Aguilar one week to respond in writing to Hartleib's amicus brief. Id. at 46:12-13.

26 134. Hartleib then concluded his statements to the Court in relevant portion
27 as follows:

28 HARTLEIB: . . . The allegations that I make against these firms are very

1 serious allegations. He says that I am libeling him, slandering him and defaming the
2 firm. I have asked Mr. Aguilar on numerous occasions **if they would like to sue me,**
3 **I will waive service.**

4 **I am perfectly happy for you – if you want to commence an action, then I**
5 **will get the discovery –**

6 THE COURT: Speak to me.

7 HARTLEIB: Then I will get the discovery that I need to finally put an
8 end to this, all of this, you know, unjust enrichment, you know, literally bastardizing
9 our judicial process.

10 THE COURT: Okay.

11 HARTLEIB: Thank you.

12 Id. at 47:8-21 (emphasis supplied).

13 135. After the Centurylink hearing, on March 14, 2019, Harteib sent an e-mail
14 to Jill Boren, administrative assistant to Judge Vano, who ruled on the Sprint
15 Derivative Settlement in the Kansas State Court. A true and correct copy of Hartleib's
16 March 14, 2019 e-mail is attached hereto as **Exhibit 28**.

17 136. Hartleib copied the entire attorney distribution list for the Sprint
18 Derivative Settlement on his March 14, 2019 e-mail to Ms. Boren. Id.

19 137. Therein, Hartleib wrote:

20 Dear Ms. Boren, I hope this email finds you well. I thought that the
21 Honorable Vano would be interested to know that my quest to expose
22 lawyer driven litigation and corruption rife throughout the Plaintiffs Bar
23 continues. Attached is an Amicus Brief filed in Minnesota, and transcript
24 of the hearing before the Honorable Michael J. Davis. In addition, I have
25 initiated legal action against Weiser and representative plaintiff Ross-
26 Williams as outlined in the attached complaint.

27 . . . **Maybe Judge Vano would be interested in setting the record**
28 **straight before the Court appoints lead Counsel in the**

1 **aforementioned [Centurylink] case.**

2 Interestingly, I received an anonymous letter last night which details an
3 elaborate scheme by Weiser et.al. to procure “Relators” in Qui Tam
4 cases. It involves the use of several LLC shell corporations set up for the
5 sole purpose of soliciting information under false pretenses to facilitate
6 lawyer driven Qui Tam cases. This has resulted in the DOJ filing a
7 motion to dismiss 11 active cases, filed by Weiser et.al. including
8 ABBVIE. The level of sinister is [sic] truly unbelievable, some of which
9 is outlined in the attached Motion to dismiss by the Feds!

10
11 Lastly, I would like to express my gratitude to Judge Vano, I am, and
12 remain incredible [sic] grateful for allowing me to be heard, and finding
13 my arguments compelling. I will continue my quest to expose and reform
14 the corruption rife throughout Derivative litigation.

15 With the Utmost Respect,

16 Michael Hartleib (646) 494-5901

17 Ex. 28.

18 138. The *qui tam* cases referenced by Hartleib involve whistleblower
19 complaints brought by the National Healthcare Analysis Group (“NHCA”) and
20 related organizations accusing eleven pharmaceutical manufacturers of enticing
21 doctors to prescribe their products using nurse educators as “kickbacks”.

22 139. The Law Firm was nominally involved in only three of the eleven of the
23 NHCA’s *qui tam* cases – *United States of America, et al v. OTSUKA Holdings*
24 *Company, Ltd. et al*, No. 1:17-CV-00966 (N.D. Ill.) (the “Otsuka case”); *United States*
25 *of America et al v. SMSF, LLC et al*, No. 1:16-CV-11379 (D. Mass.) (the “Biogen
26 case”); and *Miller et al v. AbbVie Inc. et al*, No. 3:16-CV-02111 (N.D. Tex.) (the
27 “AbbVie case”).

28 140. In the Otsuka case, the Law Firm never entered an appearance, and upon

1 learning that the government did not wish to proceed, the Law Firm immediately
2 informed its clients that they would need to secure new counsel if they wished to
3 proceed. On October 29, 2018, substitute counsel appeared for the relators, and on
4 October 31, 2018, local counsel's motion to withdraw was granted. After the
5 government filed a motion to dismiss the Otsuka case, the relators, through their new
6 counsel, filed a notice of voluntary dismissal.

7 141. Similarly, in the Biogen case, the Law Firm never entered an appearance
8 or sought admission *pro hac vice*, and informed its clients of the need to secure new
9 counsel upon learning that the government did not wish to prosecute the case. On
10 August 24, 2018, substitute counsel, GeyerGorey LLP, appeared in the case, and on
11 December 17, 2018 the government filed a motion to dismiss; the case was closed on
12 or about December 26, 2018.

13 142. Finally, in the AbbVie case, the Law Firm entered its appearance on June
14 22, 2018. As with the Otsuka case and the Biogen case, upon learning of the
15 government's decision not to pursue the case, the Law Firm immediately informed its
16 clients that they would need to secure new counsel. On September 25, 2018,
17 GeyerGorey LLP filed a notice of substitution for the Law Firm. On December 17,
18 2018, the government moved to dismiss the case, and on March 13, 2019, the relators,
19 through their new counsel, filed a notice of voluntary dismissal.

20 143. The Law Firm did not engage in any nefarious conduct, nor has any court
21 or government agency suggested the Law Firm did anything improper.

22 144. On April 23, 2019, Judge Davis issued a Memorandum of Law & Order
23 appointing Bragar Eagle & Squire, P.C. as lead counsel, whose proposed support
24 structure includes the Law Firm. A true and correct copy of the April 23, 2019
25 Memorandum issued by Judge Davis is attached hereto as **Exhibit 29**.

26 145. With respect to Hartleib, Judge Davis wrote as follows: "The Court has
27 carefully considered Hartleib's allegations, Robbins Arroyo's response, and the
28 public record in the cases cited by Hartleib. The Court concludes that **Hartleib has**

1 **raised no legitimate questions** with regard to the ethics or expertise of the Robbins
2 Arroyo law firm. **The Court is satisfied that there are no ethical concerns** that
3 would hinder Robbins Arroyo’s application for appointment as Lead Counsel.” Ex.
4 29 p. 5 (emphasis supplied).

5 **Hartleib’s Federal Lawsuit Against Plaintiffs**

6 146. On December 12, 2018, Kansas-based counsel for Hartleib, Andrew
7 Protzman, Esquire, provided Weiser with a draft copy of a petition alleging legal
8 malpractice/breach of fiduciary duty and violations of Kansas Consumer Protection
9 Act claims against Weiser and the Law Firm, and abuse of process and breach of
10 fiduciary duty claims against Ross-Williams. A true and correct copy of counsel’s
11 December 12, 2018 correspondence and the attached draft petition are attached hereto
12 as **Exhibit 30**.

13 147. The petition stems from Hartleib’s claim that he was a client of the Law
14 Firm for purposes of the 2009 Sprint Derivative Action, even though Hartleib filed
15 separate derivative litigation with respect to Sprint in 2011 by and through separate
16 counsel.

17 148. In his December 12, 2018 letter, Mr. Protzman invited Weiser to
18 “explore avenues to an agreeable resolution to the matter before it is filed.” Ex. 30 p.
19 1.

20 149. The undersigned, Philip S. Rosenzweig, Esquire, corporate counsel for
21 the Law Firm and personal counsel for Weiser, responded by letter dated December
22 19, 2018, a true and correct copy of which is attached hereto as **Exhibit 31**.

23 150. Therein Mr. Rosenzweig wrote, in part:

24 [The] causes of action [alleged against Weiser and the Law Firm in the
25 draft petition] depend, inter alia, upon a demonstrably false and absurd
26 premise: that the Weiser Firm and/or Mr. Weiser “agreed to represent
27 Mr. Hartleib” and “entered into an attorney-client relationship” with
28 Hartleib in March 2009. . . .

1 . . . while Hartleib may have sought my Clients’ legal services, such
2 services were certainly never provided to or received by Hartleib,
3 because my Clients flatly declined to act as counsel (or co-counsel) to
4 Hartleib immediately after Mr. Weiser first communicated with Hartleib.
5

6 Surely you agree that an implied attorney-client relationship is not
7 formed simply because an individual seeking legal representation
8 communicated with a lawyer once, and of course, as set forth above,
9 Kansas law does not provide otherwise.

10 Ex. 31 p. 2 (internal citations omitted).

11 151. Mr. Protzman e-mailed Mr. Rosenzweig twice more – on December 21,
12 2018 and January 7, 2019 (true and correct copies of which e-mail correspondence
13 are attached hereto collectively as **Exhibit 32**) – seeking both times to initiate “pre-
14 suit mediation of this matter.” Ex. 32 p. 1.

15 152. Plaintiffs herein did not wish to entertain Hartleib’s overture of “pre-suit
16 mediation,” and Mr. Rosenzweig accordingly did not respond to Mr. Protzman’s e-
17 mails.

18 153. On January 22, 2019, Hartleib filed a civil action in the Kansas State
19 Court, alleging legal malpractice/breach of fiduciary duty, violation of the Kansas
20 Consumer Protection Act and abuse of process claims against Weiser and the Law
21 Firm (the “Hartleib Action”). Hartleib’s complaint also included claims for abuse of
22 process and breach of fiduciary duty against Ross-Williams. A true and correct copy
23 of Hartleib’s complaint against Plaintiffs and Ross-Williams in the Hartleib Action is
24 attached hereto as **Exhibit 33**.

25 154. Plaintiffs herein subsequently removed the Hartleib Action to the United
26 States District Court for the District of Kansas, which dismissed the Hartleib Action
27 by Memorandum and Order dated August 21, 2019. Hartleib’s motion for
28 reconsideration of the dismissal was denied on June 22, 2020. Hartleib’s appeal from

1 that dismissal was rejected by the United States Court of Appeals for the Tenth Circuit
2 on June 21, 2021.

3 155. Plaintiffs initiated suit against Hartleib on June 24, 2019 in the United
4 States District Court for the Eastern District of Pennsylvania (the “Pennsylvania
5 Action”), alleging negligent misrepresentation, intentional interference with
6 prospective contractual relations, abuse of process, tortious interference with contract,
7 defamation and intentional infliction of emotional distress; Plaintiff also sought a
8 vexatious litigant order against Hartleib.

9 156. In a Memorandum and Order dated October 9, 2020, a true and correct
10 copy of which is attached hereto as **Exhibit 34**, the Honorable Karen Spencer
11 Marston, U.S.D.J., concluded, based on the facts as alleged in the original complaint
12 filed in the Pennsylvania Action, that she lacked jurisdiction over Plaintiffs’ claims
13 for negligent misrepresentation, intentional interference with prospective contractual
14 relations, tortious interference with contract; that she lacked specific personal
15 jurisdiction over Hartlieb sufficient to impose a vexatious litigant order upon him in
16 Pennsylvania; and that Pennsylvania was not the proper venue for Plaintiffs’ abuse of
17 process claim. Ex. 34 pp. 23, 26, 34-35, 40.

18 157. Plaintiffs filed an amended complaint in comportment with Judge
19 Marston’s opinion, a true and correct copy of which is attached hereto as **Exhibit 35**.

20 158. Although the Pennsylvania action has occupied Hartleib and provided
21 Plaintiffs with a welcome respite from his previously unrelenting abuse, Hartleib has
22 improperly utilized the federal judicial process to harass, intimidate and publicly
23 disparage Plaintiffs by and through their Pennsylvania Action against him.

24 159. For example, on August 23, 2022, Hartleib filed a motion for sanctions
25 against Plaintiffs, a true and correct copy of which is attached hereto as **Exhibit 36**
26 (the “Motion for Sanctions”). Therein, Hartleib made clear that his primary intention
27 in filing that motion was not to progress the discovery process but rather to humiliate,
28 malign and ultimately destroy Plaintiffs, both professionally and personally:

1 Plaintiffs brought the instant ill-conceived action in the Eastern District
2 of Pennsylvania to stop Hartleib from continuing to bring attention to
3 Plaintiffs' actual unethical conduct and other dishonest or questionable
4 conduct. That is why Plaintiffs sought a preliminary injunction in this
5 matter. Regardless of how Hartleib describes or characterizes what
6 occurred in the Sprint case, Plaintiffs submitted "unbelievable!",
7 "illusory bills for near illusory work". That happened. It is a matter of
8 public record that Plaintiffs want to bury.

9 . . . It can fairly be described as criminal, corrupt, inept, reckless, an
10 unethical level of indifference or willful ignorance or all of the above.
11 Regardless of how Hartleib chooses to characterize what happened and
12 Plaintiffs' level of culpability, what actually happened, regardless of any
13 commentary or characterization, tarnishes Plaintiffs' reputation and they
14 want it buried by any means necessary even if those means include a
15 perversion of tort litigation. When Plaintiffs tout their reputation and
16 accomplishments in courts across the country while seeking
17 appointments as lead or co-lead counsel in consolidated derivative cases,
18 they do not want anyone to draw attention to what actually happened the
19 one time Plaintiffs' practices were subject to true scrutiny. Having to
20 repeat their story in other jurisdictions that they lacked knowledge or
21 lacked intent, that this was somehow a series of unfortunate events that
22 occurred under their leadership, is worse than any adjective or
23 characterization Hartleib has uttered or could utter. The language
24 throughout the Kansas trial court's scathing opinion is worse than
25 anything Hartleib has uttered or could utter because it is authoritative
26 and beyond dispute by any illusory audit that Plaintiffs allegedly
27 performed but will not produce despite a clear order from this Court.
28 **Hartleib threatens to continue to draw attention to what actually**

1 **happened.**

2
3 It is clear from the conduct outlined below that Plaintiffs do not wish to
4 litigate their claims on the merits and be compensated for the
5 unsupportable losses they claim. **Plaintiffs want to cover up their**
6 **actual conduct in the Sprint case so that it can be repeated.** In fact,
7 Weiser Law Firm Co-Founder, Co-Owner, and Vice President, Patricia
8 Weiser, does not even believe in the merits of the case and admits that it
9 was brought for the sole purpose of stopping future action, not seeking
10 compensation for prior torts: “This case is -- was brought with the sole
11 purpose of stopping him...” “And there’s no winning. There’s no
12 winning with this lawsuit.” This case is an attempt at a de facto injunction
13 to prevent Hartleib drawing attention to the Sprint case in the future. **This**
14 **Court cannot order Hartleib to refrain from seeking permission to**
15 **address another court in another jurisdiction whether it be in person**
16 **or through the filing of an amicus brief.** The jurisdictional and
17 constitutional restraints that would prevent such an order are
18 immediately apparent.

19 Ex. 36 pp. 4-6 (internal citations omitted, emphasis supplied).

20 160. Upon information and belief, Hartleib’s various communications,
21 writings and filings have been crafted and disseminated by him while in his home
22 state of California.

23 161. Hartleib’s comportment and behavior during and after the Sprint
24 Derivative Settlement approval process, his baseless interjections into the Law Firm’s
25 ongoing litigations unrelated to Hartleib, his multiple improper contacts with judges,
26 represented plaintiffs and members of the bar, his unfounded lawsuit in Kansas
27 against Plaintiffs and his abuse of the judicial process in the Pennsylvania Action all
28 constitute abusive and vexatious litigation.

1 162. Hartleib’s Motion for Sanctions in the Pennsylvania Action exemplifies
2 and lays bare his ceaseless and pernicious one-man campaign to ruin Plaintiffs’ lives
3 and livelihood by twisting the judicial process into a weapon, and wielding it in
4 jurisdictions across the country to avoid liability for his abuse.

5 163. Hartleib’s historical actions as set forth hereinabove – including but not
6 limited to the distribution of unsolicited missives to attorney contact lists in ongoing
7 litigations, the multiple attempts to vacate a Protective Order preventing Hartleib from
8 continued unlawful contact with clients of the Law Firm, the filing of amicus curiae
9 briefs and appearances at hearings in unrelated litigations simply to insult and defame
10 Plaintiffs and their colleagues, the threatening and profane letters to the bench of the
11 Court of Common Pleas of Chester County, Pennsylvania, the threats to insert himself
12 into the Law Firm’s pending cases such as *Witmer, LC* and *A10*, the repeated improper
13 written and oral requests for *ex parte* contact with a judge or for a judge to insert
14 himself into an unrelated pending case, and the twisting of motion practice in the
15 Pennsylvania Action into an opportunity to abuse, threaten and demean Plaintiffs –
16 demonstrate his pattern and practice of abusing the legal process for the primary
17 purpose of insulting, degrading, belittling, professionally denigrating, maligning and
18 impoverishing Plaintiffs, which is not the primary purpose for which the legal
19 processes at issue were intended or designed.

20 164. Indeed, as recently as August 2022, Hartleib openly declared his intent
21 to harass Plaintiffs in judicial jurisdictions throughout the country, “whether it be in
22 person or through the filing of an amicus brief.” Ex. 36 p. 6.

23 165. By way of further example, during his deposition conducted in the
24 Pennsylvania Action, Hartleib admitted to contacting various parties, including the
25 Courts, to disseminate salacious allegations about Plaintiffs completely independent
26 of any sort of requested relief; indeed, under the guise of “oversight of the [Sprint
27 Derivative] [S]ettlement”, Hartleib contacted admitted to contacting Judge Vano
28 about Plaintiffs in connection with the aforementioned *qui tam* cases. Deposition

1 Transcript of Michael Hartleib dated November 16, 2022, 308:18-309:22, a true and
2 correct copy of which is attached hereto as **Exhibit 37**.

3 166. Indeed, Hartleib admits to not even expecting a response from Judge
4 Vano in response to the above-referenced communication, testifying, “I didn’t expect
5 any response. No response. I don’t believe I ever expected or received any response,
6 whatsoever, if Jill Boren thought it might be something that the Judge would find
7 interesting or relevant to future cases[.]” Ex. 37, 310:2-7

8 167. In another example, Hartleib admits to communicating with Judge
9 Watson in the Big Lots Litigation and repeating the salacious and false allegations
10 regarding Plaintiffs not for any specific relief but to “... provide information that the
11 judge may or may not deem relevant to his determination as to fairness of fees,
12 appointment of lead counsel, any of those things, so this had to do with fees.” Ex. 37,
13 320:24-321:5.

14 168. Hartleib generally admits that his sole purpose in contacting Courts
15 around the Country is to “bring[] information to the Court that involves the Weiser
16 Firm [among others...] They are culpable as well [...] in the fraud that took place in
17 Kansas[.]” Deposition Transcript of Michael Hartleib dated November 17, 2022,
18 22:12-18, a true and correct copy of which is attached hereto as **Exhibit 38**.

19 169. Hartleib admits, despite repeatedly referencing Plaintiffs in his various
20 amicus briefs, having no information that Plaintiffs have used “serial criminal
21 plaintiffs” in connection with any litigation. Ex. 38, 30:8-22.

22 170. Hartleib admits, despite repeatedly referencing Plaintiffs in his various
23 amicus briefs, having no information that Plaintiffs have “fee split, interchange[d]
24 plaintiffs, seek [compromised plaintiffs] to generate thousands of billable hours for
25 illusory work, submit fraudulent time logs and seek hundreds of millions in unjust
26 fees in cases across the country” as he bases such allegation only on his belief that the
27 same is “standard operating procedure for most firms.” Ex. 38, 31:4-22.

28 171. Despite having referred to conduct of Plaintiffs as “perjurious” in

1 documents provided to various Courts and other parties, Hartleib admits that no
2 document filed by Plaintiffs has been ruled to constitute “perjury.” Ex. 38, 104:16-
3 105:4, 105:11-17.

4 172. Alarminglly, when asked as of November 17, 2022 and based upon the
5 information Hartleib possessed on November 17, 20220 whether Hartleib intends to
6 file amicus curiae briefs and/or other types of objections/motions in cases in which
7 Plaintiffs are involved in or may be involved in in the future, Hartleib stated merely
8 cryptically and non-specifically, *e.g.*, “The answer is I can’t foretell the future, so I
9 don’t know. You’re asking me to predict the future[,]” “As we sit here today, I don’t
10 have intentions either way[,]” “...I don’t have intentions either way. I can’t answer
11 that question because you’re asking me to foretell the future which I can’t do. It
12 depends on a lot of factors[,]” “I will just leave it at what I said. You know, if, if my
13 interests are not being properly represented and it warrants my time to protect my
14 interests[,]” “...I can’t tell the future. And as we sit here today, I can’t, you know, I
15 can’t give you a definitive answer one way or the other[.]” Ex. 38, pp. 155-157.

16 173. It was in the context of the aforementioned, vague answers which
17 Hartleib asserted that he considers himself to have a protectable interest to protect
18 “jurisprudence as a whole.” Ex. 38, 156:24-157:9.

19 174. Of course, “jurisprudence as a whole” is such a broad interest as it would
20 seemingly grant any non-party standing in any proceeding nationwide and therefore
21 is not a protectable interest.

22 175. Upon information and belief, Hartleib drafted and filed his own amicus
23 briefs and pleadings with respect to the Sprint Derivative Settlement, the Protective
24 Order, the Equifax Derivative Litigation, the Centurylink Litigation and the Hartleib
25 Action, as well as his email in the Big Lots Litigation and his oral argument in the
26 Centurylink Litigation. See Ex. 13, 21, 25-27, 33. Also upon information and belief,
27 Hartleib drafts many of his own legal pleadings in the Pennsylvania Action, which
28 are filed by his local counsel. As such, Hartleib has breached his duty of honesty to

1 the bar and violated that duty by misrepresenting material facts with respect to
2 Plaintiffs.

3 176. Hartleib’s outrageous behavior cannot be permitted in a judicial system
4 founded on the pillars of honesty, fairness and legitimacy.

5 **COUNT I – VEXATIOUS LITIGANT ORDER**

6 177. Plaintiffs repeat and reassert each of the previous paragraphs as though
7 the same were set forth herein.

8 178. “Federal courts can ‘regulate the activities of abusive litigants by
9 imposing carefully tailored restrictions under . . . appropriate circumstances.’”
10 *Ringgold-Lockhart v. County of L.A.*, 761 F.3d 1057, 1061 (9th Cir. 2014)(citing and
11 quoting *De Long v. Hennessey*, 912 F.2d 1144, 1147 (9th Cir. 1990) (quotation marks
12 omitted)).

13 179. Indeed, the All Writs Act, 28 U.S.C. § 1651(a), provides district courts
14 with the inherent power to enter pre-filing orders against vexatious litigants.
15 *Weissman v. Quail Lodge Inc.*, 179 F.3d 1194, 1197 (9th Cir. 1999). A court should
16 enter a pre-filing order constraining a litigant’s scope of actions in future cases only
17 after a cautious review of the pertinent circumstances. *Molski v. Evergreen Dynasty*
18 *Corp.*, 500 F.3d 1047, 1057-1058 (9th Cir. 2007).

19 180. Nevertheless, “[f]lagrant abuse of the judicial process cannot be tolerated
20 because it enables one person to preempt the use of judicial time that properly could
21 be used to consider the meritorious claims of other litigants.” *De Long*, 912 F.2d at
22 1149; see also *O’Loughlin v. Doe*, 920 F.2d 614, 618 (9th Cir. 1990).

23 181. “Frivolous litigation is not limited to cases in which a legal claim is
24 entirely without merit. It is also frivolous for a claimant who has some measure of a
25 legitimate claim to make false factual assertions. Just as bringing a completely
26 baseless claim is frivolous, so too a person with a measured legitimate claim may
27 cross the line into frivolous litigation by asserting facts that are grossly exaggerated
28 or totally false.” *Molski*, 500 F.3d at 1060-1061.

1 182. “The record supporting such an order ‘needs to show, in some manner,
2 that the litigant’s activities were numerous or abusive.” *Harris v. Mangum*, 863 F.3d
3 1133, 1143 (9th Cir. 2017)(citing and quoting *De Long*, 912 F.2d at 1147).

4 183. “District courts have broad discretion in fashioning sanctions for
5 vexatious litigation. *Leon v. IDX Sys. Corp.*, 464 F.3d 951, 961 (9th Cir. 2006);
6 *Ritchie v. United States*, 451 F.3d 1019, 1026 (9th Cir. 2006); *Falstaff Brewing Corp.*
7 *v. Miller Brewing Co.*, 702 F.2d 770, 786 (9th Cir. 1983) (Wallace, J., dissenting in
8 part). . . [T]he district court may exercise its sound discretion under the facts presented
9 to choose any appropriate sanction that will punish the past misconduct and prevent
10 the future misconduct of the lawyer or party at issue.” *Molski*, 500 F.3d at 1065 n.8.

11 184. “Among all other citizens, [the vexatious litigant] is to be restricted in
12 his right of access to the courts. . . . We cannot predict what harm might come to him
13 as a result, and he should not be forced to predict it either. What he does know is that
14 a Sword of Damocles hangs over his hopes for federal access for the foreseeable
15 future.” *Ringgold-Lockhart*, 761 F.3d at 1062 (citing and quoting *Moy v. United*
16 *States*, 906 F.2d 467, 470 (9th Cir. 1990)).

17 185. Plaintiffs seek a Vexatious Litigant Order (A) enjoining Hartleib from
18 (1) filing any action against Weiser or the Law Firm, (2) making any filing or
19 submission in any case, derivative suit, class action suit, qui tam suit or otherwise
20 involving Weiser or the Law Firm, and (3) contacting any person, organization, law
21 firm, jurist and agent or employee thereof with respect to Weiser or the Law Firm,
22 without obtaining leave of this Court, and (B) awarding attorneys’ fees and costs to
23 Plaintiffs.

24 186. Hartlieb’s continued abuse of the judicial process justifies such a
25 Vexatious Litigant Order. To wit, Hartleib has:

26 a. Sought to simultaneously assist with and/or participate in the
27 prosecution of claims against Sprint in the Sprint Securities Class
28 Action and bring a derivative suit on behalf of and for the benefit

1 of Sprint;

- 2 b. Improperly sought a share of the Law Firm's attorneys' fees from
3 any Sprint derivative action in which he might be a plaintiff
4 represented by the Law Firm and/or the Murphy Firm;
- 5 c. Offered to withdraw his objection to the Sprint Derivative
6 Settlement in exchange for a "consulting agreement" with the Law
7 Firm;
- 8 d. Contacted Ross-Williams by telephone on March 6, 2017, despite
9 knowing she was represented by counsel, making her feel
10 shocked, disturbed, harassed and threatened;
- 11 e. Contacted Ross-Williams, fifteen members of the bar and Judge
12 Vano's administrative assistant by e-mail in the early hours of
13 March 7, 2017 and falsely stated: "you are a unwitting victim of
14 [the Law Firm's] fraud committed against the Court. As we
15 discussed they have submitted millions of dollars in fraudulent
16 billing in your case. As I informed you that this was not just my
17 opinion, the Judge in your case came to a similar conclusion. In
18 fact, your attorneys have now admitted to at least 1.6 million
19 dollars in fraudulent bills submitted to the Court. Mr. Weiser has
20 confirmed this in two separate letters. (See attached). I am no
21 expert, but when a Firm admits criminal acts in a case I believe
22 they are obligated to notify you as the Plaintiff. Mr. Weiser and
23 his Firm have already contacted their Bar associations and other
24 Courts to self-report their criminal acts. . . they are in a lot of
25 trouble . . . I will provide incontrovertible proof that Mr. Weiser
26 et. al. is just as guilty as Mr. Silow. This is just the tip of the
27 iceberg." Ex. 14;
- 28 f. Repeatedly announced his intent to ignore any protective order

1 sought by the Plaintiffs, as in a March 7, 2017 e-mail to Weiser,
2 fifteen members of the bar and Judge Vano's administrative
3 assistant: "You Sir, and your coconspirators are the ones that need
4 to Cease and Desist. Your so-called "client" is representing my
5 interest and her attorneys are corrupt, therefore I will neither Cease
6 nor Desist." Ex. 14;

7 g. Insulted and defamed the Plaintiffs in multiple e-mail missives
8 distributed to Weiser as well as attorneys from other law firms
9 involved in the Sprint Derivative Settlement and to the Court, for
10 example:

11 i. on March 6, 2017 ("Rob, I am a little confused! . . . It seems
12 your statements to the Appellate Court were disingenuous
13 at best. Shocking! . . . I especially like the comment that
14 you felt as though you had an ethical obligation to inform
15 the Court, prior to briefing . . . Ethical obligation, what a
16 Saint [sic] . . . Your attempts, [sic] to obfuscate your
17 chicanery in this case is galvanizing my convictions,
18 strengthening my resolve to expose all of the corrupt parties
19 in this case!") see Ex. 12;

20 ii. on March 7, 2017 ("I caution you, that coercing your
21 "client" to misstate facts regarding our call will only inflict
22 additional damage to what little credibility you have left. . .
23 Instead of wasting my time, I would suggest you consult
24 with an ethics attorney, that's right, you already have!") see
25 Ex. 14;

26 iii. on April 12, 2017 ("What an embarrassment to the bar!
27 See you in Court.") see Ex. 16;

28

- 1 iv. on April 7, 2018 (“Rob, your ability to set the bar at new
2 lows, never disappoints! Clearly, this is in retaliation to
3 your being rightfully removed as co-lead counsel in the
4 Equifax case. Your attempt to mislead the Appellate Court
5 with incomplete records might be your standard operating
6 procedure, but I believe it will cost you when I seek
7 sanctions. . . Your ill-advised actions, and ad-hominem
8 attacks are making the Weiser Firm radioactive!”) see Ex.
9 15;
- 10 v. on May 19, 2018 (“Plaintiff Counsel, and I use this term
11 loosely, when making false allegations against a party I
12 would suggest you at least get it right. I am no expert, but
13 I am pretty sure it would be libelous! I will demonstrate its
14 proper use posthaste!”) see Ex. 18;
- 15 vi. on June 2, 2018 (“I thought the Honorable James Vano
16 would find the link to the National Law Journal Article of
17 interest. . . like the fraud Weiser et.al. committed in the
18 “Ross-Williams” case, it appears to be standard operating
19 procedure for many firms to submit millions in fraudulent
20 fee requests upon the Court. . . it appears Weiser et.al. has
21 not been out done, as there is no mention of the unlicensed
22 practice of law by a convicted felon using an alias. . . The
23 actions of Weiser et.al. and the Firms in the State Street case
24 is the very definition of Racketeering, and warrants
25 legislative reform.”) see Ex. 19; and
- 26 vii. on March 14, 2019 (“I thought that the Honorable Vano
27 would be interested to know [about] an Amicus Brief filed
28 in Minnesota, and transcript of the hearing before the

1 Honorable Michael J. Davis. In addition, I have initiated
2 legal action against Weiser and representative plaintiff
3 Ross-Williams as outlined in the attached complaint.. . .
4 Maybe Judge Vano would be interested in setting the record
5 straight before the Court appoints lead Counsel in the
6 aforementioned [Centurylink] case. Interestingly, I received
7 an anonymous letter last night which details an elaborate
8 scheme by Weiser et.al. to procure “Relators” in Qui Tam
9 cases. It involves the use of several LLC shell corporations
10 set up for the sole purpose of soliciting information under
11 false pretenses to facilitate lawyer driven Qui Tam cases.
12 This has resulted in the DOJ filing a motion to dismiss 11
13 active cases, filed by Weiser et.al. including ABBVIE. The
14 level of sinister is [sic] truly unbelievable, some of which is
15 outlined in the attached Motion to dismiss by the Feds!”)
16 see Ex. 28;

- 17 h. Threatened to appear at hearings and to file briefs in the Law
18 Firm’s unrelated pending litigation across the country (“Rob, will
19 you be at the Witmer v Steven [sic] hearing on the 27th? I will do
20 my best to attend. I am very familiar with Judge Carney? [sic] We
21 can discuss my concerns with L.C, A 10 and several other
22 companies in which I am a shareholder. It appears we will be
23 forced to deal with each other for the foreseeable future. . . If you
24 have any questions, or wish to proffer an apology, you know how
25 to reach me. That said, other action is eminent!”) Ex. 20;
- 26 i. Opposed the Law Firm’s application for appointment as co-lead
27 counsel the Equifax Derivative Litigation (alleging in a proposed
28 self-styled amicus curiae brief that the Law Firm “lied, misl[ed]

1 the court,” “attempt[ed] to confuse the Court [sic],” “used an unfit
2 plaintiff,” engaged “in fraudulent billing,” made “false
3 statements,” employed another attorney who “repeatedly perjured
4 himself” and constituted “an utter embarrassment to the Plaintiff’s
5 Bar,” operates a “criminal enterprise,” “sees plaintiff’s [sic] as a
6 ‘necessary nuisance,’” displayed “hubris and utter contempt for
7 the Court,” engaged in “contemptuous actions in the case” and
8 “Self-Dealing, Unclean Hands and Shameful Violations of Public
9 Trust,” undertook a “zealous quest for reinstatement of four
10 million dollars in unwarranted fees,” “follow[ed] a different set of
11 standards, one that sets the bar at new lows,” made a “desperate
12 attempt to unjustly enrich themselves,” and “has committed
13 criminal acts upon the Kansas Court and a multitude of others
14 across the country. . . . what is going on at the Weiser firm? Either
15 they are completely corrupt, or entirely inept, whichever is the
16 case they are not fit to act as lead on any representative suit.”) Ex.
17 21 pp. 4-9 (emphasis in original);

18 j. Initiated ex parte communication with Judge Watson in the Big
19 Lots Derivative Litigation concerning the Law Firm’s billing
20 entries, and alleging past improprieties by the Law Firm (see Ex.
21 25 p. 11 fn.2);

22 k. Submitted a self-styled amicus curiae brief in unsuccessful
23 opposition to the Law Firm’s appointment as lead counsel in the
24 Centurylink Derivative Litigation – even though the Law Firm did
25 not seek lead counsel status (alleging that the Law Firm utilizes
26 “deceased parties, friends and family members which [sic] lacked
27 standing, and paid serial criminal Plaintiffs,” “generate[s]
28 thousands of billable hours for illusory work, submit fraudulent

1 time logs and seek hundreds of millions in unjust fees in cases
2 across the country,” operates a “criminal enterprise . . . Weiser
3 et.al [sic] lied, misleading the court [sic] . . . Weiser et.al. [sic]
4 committed perjury and admitted to billing fraud . . . Mr. Jeffrey
5 Mark Silow has worked for the Weiser [Firm] . . . for over 10
6 years, billing likely more than 100 million dollars in illicit fees, in
7 a multitude of cases across the country.”) See Ex. 26 pp. 2, 6-8;

8 l. Appeared before the Court in unsuccessful opposition to the Law
9 Firm’s appointment as lead counsel in the Centurylink Derivative
10 Litigation – even though the Law Firm did not seek lead counsel
11 status, sought an ex parte meeting with the judge in chambers, and
12 announced his intent to inject himself into the Law Firm’s other
13 pending cases (“you know, if I had 30 minutes with Your Honor
14 in chambers, I could give Your Honor a lot more information . . .
15 if the firms would like to give me a list of their forthcoming cases
16 in which they are seeking leave [to be lead counsel], I could be
17 certain to notify everybody timely”) Ex. 27 at 41:24-42:8 & 43:4-
18 12;

19 m. Commenced an unfounded and untimely lawsuit against Plaintiffs
20 alleging malpractice in representing Hartleib in the Sprint
21 Derivative Action, even though Hartleib was never a Law Firm
22 client; and

23 n. Disparaged the Law Firm’s qui tam practice to Judge Vano by
24 misrepresenting the Law Firm’s role in relator cases that were
25 subsequently voluntarily dismissed after the Law Firm withdrew
26 and new counsel appeared (see Ex. 28); and

27 o. Claimed to Judge Vano that he “contacted the district attorney’s
28 offices in Pennsylvania and Kansas and . . . [was] filing formal

- 1 complaints [against the Law Firm and/or Weiser];” see Id.; and
- 2 p. Utilized the discovery process in the Pennsylvania Action as a
- 3 platform for personal tirades and insults against Plaintiffs, calling
- 4 them “criminal, corrupt, inept, reckless, an unethical;” Ex. 36 pp.
- 5 5-6; and
- 6 q. Clearly announced his intent to abuse the judicial process in the
- 7 future in order to “continue to draw attention” to Plaintiffs by
- 8 “address[ing] another court in another jurisdiction whether it be in
- 9 person or through the filing of an amicus brief.” Id.

10 187. Hartleib has admitted on multiple occasions that his actions were

11 undertaken as part of a personal “quest” to attack, malign, damage and disparage

12 Plaintiffs. See Ex. 12 (“Your [fee petition] is galvanizing my convictions,

13 strengthening my resolve . . . and provoking wrath. I will take this all the way to the

14 Kansas Supreme Court if needed . . .”); Ex. 14 (“I find the prospects of discovery

15 quite compelling. Your threats do nothing but, [sic] strengthen my resolve and

16 galvanize my convictions. Call it a personality defect!”); Ex. 15 (“Your personal

17 attacks smack of desperation, they do nothing to dissuade me, in fact they galvanize

18 my convictions and strengthen my resolve!”); Ex. 18 (“when making false allegations

19 against a party I would suggest you at least get it right . . . I will demonstrate its proper

20 use posthaste!”); Ex. 27 (“it’s unbelievable the attacks I took, so – but it does nothing

21 to dissuade me. It just galvanizes my conviction and strengthens my resolve.”) and

22 Ex. 28 (“my quest to expose lawyer driven litigation and corruption rife throughout

23 the Plaintiffs Bar [sic] continues . . . I have initiated litigation against Weiser . . .”).

24 188. Hartleib has admitted to believing he has standing to file amicus curiae

25 briefs in any jurisdiction based upon the interest of “jurisprudence as a whole” and

26 has repeatedly admitted to not having requisite information to make the (false)

27 allegations set forth in his various already of-record filings. Exs. 37 and 38.

28 189. Hartleib has created the exigent circumstances that now justify a

1 Vexatious Litigant Order by relentlessly abusing the legal process between 2016 and
2 the present, in state and federal courts nationwide – from Pennsylvania to Minnesota
3 and from Georgia to Kansas – in an effort to harm Plaintiffs’ professional reputations,
4 business prospects, financial condition, and likelihood of success in existing and
5 ongoing litigations.

6 190. Hartleib’s inappropriate appearances and improper filings, unsolicited e-
7 mail missives to members of the bar and bench, unseemly fee-sharing proposals, ex
8 parte contact, and efforts to manipulate legitimate legal processes to achieve his own
9 ends demonstrate the unabashed and out-of-control nature of his continuing campaign
10 against Plaintiffs.

11 191. Pursuant to the All Writs Act, 28 U.S.C. § 1651(a), a pre-filing injunction
12 is necessary in order “to preclude [Hartleib’s] abusive, groundless and vexatious
13 litigation” against Plaintiffs. *Brow*, 994 F.2d at 1038.

14 192. WHEREFORE, Plaintiffs Robert Weiser and The Weiser Law Firm, P.C.
15 demand entry of a Vexatious Litigant Order (A) enjoining Hartleib from (1) filing any
16 action against Weiser or the Law Firm, (2) making any filing or submission in any
17 case, derivative suit, class action suit, qui tam suit or otherwise involving Weiser or
18 the Law Firm, and (3) contacting any person, organization, law firm, jurist and agent
19 or employee thereof with respect to Weiser or the Law Firm, without obtaining leave
20 of this Court, and (B) awarding attorneys’ fees and costs to Plaintiffs, and respectfully
21 request that this Honorable Court grant them such other relief that the Court deems
22 appropriate under the circumstances.

23 **COUNT II – ABUSE OF PROCESS**

24 193. Plaintiffs repeat and reassert each of the previous paragraphs as though
25 the same were set forth herein.

26 194. The Restatement (Second) of Torts § 682 defines abuse of process as the
27 use of a legal process, civil or criminal, against another primarily to accomplish a
28 purpose for which the process is not designed. See *McGee v. Feege*, 517 Pa. 247,

1 256, 535 A.2d 1020 (1987).

2 195. Under California law, a claim for abuse of process arises when a party
3 (1) for ulterior reasons (2) misuses the court's process for a purpose other than the
4 purpose for which the process was designed. *Brown v. Kennard*, 94 Cal. App. 4th 40,
5 44, 113 Cal. Rptr. 2d 891 (2001);

6 *Ramona Unified School Dist. v. Tsiknas*, 135 Cal. App. 4th 510, 520, 37 Cal.
7 Rptr. 3d 381, 388-389 (2005).

8 196. “For purposes of abuse of process, the ulterior motive to prove is that the
9 party employing the process did so for an end not germane thereto. And, an improper
10 purpose may consist in achievement of a benefit totally extraneous to or of a result
11 not within its legitimate scope.” *Drum v. Bleau, Fox & Associates*, 107 Cal. App. 4th
12 1009, 1019-1020, 132 Cal. Rptr. 2d 602, 609 (2003).

13 197. “In *Charles J. Vacanti, M.D., Inc. v. State Comp. Ins. Fund*, 24 Cal.4th
14 800, 824, 102 Cal. Rptr. 2d 562, 14 P.3d 234 (2001), our Supreme Court held that the
15 ulterior motive or malice element of an abuse of process claim may be inferred from
16 the willful abuse of the process.” *Id.*; see also *Tranchina v. Arcinas*, 78 Cal. App. 2d
17 522, 524, 178 P.2d 65 (1947)(“it is well settled that the intention with which a party
18 did an act may be inferred from evidence of his subsequent conduct.”).

19 198. In this case, the following procedures incident to litigation have been
20 used against Plaintiffs:

- 21 a. Repeated unsuccessful appeals of the Protective Order issued in
22 connection with the Sprint Derivative Settlement; see, e.g., Ex. 14;
- 23 b. Threats to appear at hearings and to file briefs in the Law Firm’s
24 unrelated pending litigation across the country; see Ex. 20;
- 25 c. Submission of amicus curiae brief in opposition to the Law Firm’s
26 application for appointment as co-lead counsel in the Equifax
27 Derivative Litigation; see Ex. 21;
- 28 d. Submission of ex parte e-mail communication with Judge Watson

1 in the Big Lots Derivative Litigation in opposition to the
2 settlement of that litigation and the Law Firm's billing entries; see
3 Ex. 25 p. 11 fn.2;

4 e. Submission of amicus curiae brief in unsuccessful opposition to
5 the Law Firm's appointment as lead counsel in the Centurylink
6 Derivative Litigation – even though the Law Firm did not seek
7 lead counsel status; see Ex. 26 pp. 2, 6-8;

8 f. Appearance at oral argument before the Court in unsuccessful
9 opposition to the Law Firm's appointment as lead counsel in the
10 Centurylink Derivative Litigation – even though the Law Firm did
11 not seek lead counsel status – where he sought an ex parte meeting
12 with the judge in chambers and announced his intent to inject
13 himself into the Law Firm's other pending cases; see Ex. 27 at
14 41:24-42:8; and

15 g. Commencement of an unfounded and untimely lawsuit against
16 Plaintiffs alleging malpractice – although Hartleib was never
17 Plaintiffs' client – after an unsuccessful attempt to extort Plaintiffs
18 under the guise of "pre-suit mediation." See Ex. 33;

19 199. Malice has been Hartleib's primary motive in initiating each and every
20 one of these processes.

21 200. Hartleib did not use any of these tactics for their legitimate reasons – to
22 represent his interests in litigation in which he has standing – but rather used them to
23 harass, embarrass, extort, malign and denigrate Plaintiffs.

24 201. Hartleib has admitted to believing he has standing to file amicus curiae
25 briefs in any jurisdiction based upon the interest of "jurisprudence as a whole" and
26 has repeatedly admitted to not having requisite information to make the (false)
27 allegations set forth in his various already of-record filings. Exs. 37 and 38.

28 202. Plaintiffs have been forced to expend enormous resources of time and

1 money to respond to Hartleib's numerous oppressive communications, briefs,
2 arguments and law suit.

3 203. WHEREFORE, Plaintiffs Robert Weiser and The Weiser Law Firm, P.C.
4 demand judgment in their favor and against Michael Hartleib in an amount to be
5 determined at trial for damages attributable to Hartleib's abuse of process, and
6 respectfully request that this Honorable Court grant them such other relief that the
7 Court deems appropriate under the circumstances.

8 **JURY DEMAND**

9 Plaintiffs demand a trial by jury on all causes of action and defenses so triable.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs pray that this Court enter judgment in its favor and
12 against Hartleib as follows:

13 (1) That the Court enter a Vexatious Litigant Order (A) enjoining Hartleib
14 from (i) filing any action against Weiser or the Law Firm, (ii) making any filing or
15 submission in any case, derivative suit, class action suit, qui tam suit or otherwise
16 involving Weiser or the Law Firm, and (iii) contacting any person, organization, law
17 firm, jurist, and agent or employee thereof with respect to Weiser or the Law Firm,
18 without obtaining leave of this Court.

19 (2) For a judgment against Hartleib for direct and consequential damages in
20 an amount according to proof;

21 (3) For pre-judgment interest on all damages;

22 (4) For attorneys' fees and costs as allowed by law;

23 (5) For the costs of suit herein; and

24 (6) For such other and further relief as the court may deem just and proper.

25 Respectfully submitted,

26 ///

1 Dated: January 25, 2023
2
3

SILVERANG, ROSENZWEIG
& HALTZMAN, LLC

4 By: 
5 Philip S. Rosenzweig
6 Attorneys for Plaintiffs.
7 The Weiser Law Firm, P.C. and
8 Robert B. Weiser, Esquire
9

10 Dated: January 24, 2023
11

McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

12 
13 By: _____
14 Shane G. Smith
15 Attorneys for Plaintiffs.
16 The Weiser Law Firm, P.C. and
17 Robert B. Weiser, Esquire
18
19
20
21
22
23
24
25
26
27
28

041226-000000 8857811.1

EXHIBIT 1

Robert Weiser

From: bgm@brucemurphy.biz
Sent: Tuesday, November 25, 2008 5:59 PM
To: Robert Weiser
Subject: Fw: Sprint Nextel

Rob,

In February Sprint confirmed a staggering \$29.7 billion writedown in the book value of its assets, wiping out nearly all of the value of its \$35 billion merger with Nextel. And dividend payments were suspended "for the foreseeable future." To top it off, Sprint announced it has borrowed \$2.5 billion from its revolving credit facility to help pay off \$2.25 billion in bonds that will mature in 2008 and 2009.

Do you see a der here?

Bruce

--- On Tue, 11/25/08, Michael Hartleib <michaelhartleib@cox.net> wrote:

From: Michael Hartleib <michaelhartleib@cox.net>
Subject: Sprint Nextel
To: bgm@brucemurphy.biz
Date: Tuesday, November 25, 2008, 4:57 PM

Bruce,

I own over 10,000 shares of Sprint and held Nextel before the merger. I believe I have owned the shares since 1999 or 2000. This was the worst merger integration in history as management eventually had to write down \$31 billion of a \$32 billion deal. They failed to properly merge and integrate the two different technologies of their networks, one being CDMA for Sprint, the other being TDMA for Nextel. Their attempts to do so have destroyed two perfectly good companies and driven Sprint shareprice down from \$30 to \$1.50.

EXHIBIT 2

Robert Weiser

From: Robert Weiser
Sent: Friday, March 27, 2009 7:21 AM
To: Bruce Murphy
Subject: Re: RE: Derivative_Retention Letter S MHartleib

I think he has a potential conflict in light of the other litigation he's involved in. Thus, I don't think he would make an adequate representative for sprint.

Rob

Sent from my Verizon Wireless BlackBerry

From: "bgm@brucemurphy.biz"
Date: Fri, 27 Mar 2009 04:33:59 -0400
To: Michael Hartleib <michaelhartleib@cox.net>
Subject: RE: RE: Derivative_Retention Letter S MHartleib

Michael,

I am working on something else right now. I will try to get back with you tomorrow, or over the weekend.
Bruce

--- On **Thu, 3/26/09**, **Michael Hartleib** <michaelhartleib@cox.net> wrote:

From: Michael Hartleib <michaelhartleib@cox.net>
Subject: RE: RE: Derivative_Retention Letter S MHartleib
To: bgm@brucemurphy.biz
Date: Thursday, March 26, 2009, 10:29 PM

call me 949-283-2441

From: bgm@brucemurphy.biz [mailto:bgm@brucemurphy.biz]
Sent: Monday, March 23, 2009 8:59 AM
To: Michael Hartleib
Cc: rob weiser
Subject: Fw: RE: Derivative_Retention Letter S MHartleib

Michael,

Can you get this back to me this am, your time?

Bruce

--- On **Sun, 3/22/09**, **bgm@brucemurphy.biz** <bgm@brucemurphy.biz> wrote:

From: bgm@brucemurphy.biz <bgm@brucemurphy.biz>
Subject: RE: Derivative_Retention Letter S MHartleib
To: "Michael Hartleib" <michaelhartleib@cox.net>
Cc: "rob weiser" <rw@weiserlawfirm.com>
Date: Sunday, March 22, 2009, 9:53 PM

Michael,

I sent your revised retention letter to my co-counsel, Rob Weiser, for his review and comment. We are fine with your changes. We mostly just amplified and clarified the points you made. Yes, we do work 24/7.

Please review, sign and fax to 772-231-4804.

Thanks.

Bruce

--- On Fri, 3/20/09, Michael Hartleib <michaelhartleib@cox.net> wrote:

From: Michael Hartleib <michaelhartleib@cox.net>

Subject: Derivative_Retention Letter S MHartleib

To: bgm@brucemurphy.biz

Date: Friday, March 20, 2009, 11:50 PM

Bruce, I am faxing the signed copy over now

EXHIBIT 3

Robert Weiser

From: bgm@brucemurphy.biz
Sent: Friday, March 27, 2009 9:55 AM
To: Michael Hartleib
Cc: Robert Weiser
Subject: Sprint.der

Good morning, Michael:

Rob Weiser and I have conferred and thought about the motion to appoint the Sprint Derivative Action Representative. We believe you may have a potential conflict in light of the other litigation in which you are involved. Defense counsel can be expected to object to you serving as the Representative on the grounds of adequacy.

Therefore, we will not be able to file the Sprint derivative suit in your name.

We appreciate the opportunity you gave us to look into this matter for you.

Bruce

From: "bgm@brucemurphy.biz"
Date: Fri, 27 Mar 2009 04:33:59 -0400
To: Michael Hartleib <michaelhartleib@cox.net>
Subject: RE: RE: Derivative_Retention Letter S MHartleib

Michael,

I am working on something else right now. I will try to get back with you tomorrow, or over the weekend.

Bruce

--- On **Thu, 3/26/09, Michael Hartleib** <michaelhartleib@cox.net> wrote:

From: Michael Hartleib <michaelhartleib@cox.net>
Subject: RE: RE: Derivative_Retention Letter S MHartleib
To: bgm@brucemurphy.biz
Date: Thursday, March 26, 2009, 10:29 PM

call me

REDACTED

From: bgm@brucemurphy.biz [mailto:bgm@brucemurphy.biz]
Sent: Monday, March 23, 2009 8:59 AM
To: Michael Hartleib
Cc: rob weiser
Subject: Fw: RE: Derivative_Retention Letter S MHartleib

Michael,

Can you get this back to me this am, your time?

Bruce

--- On **Sun, 3/22/09, bgm@brucemurphy.biz** <bgm@brucemurphy.biz> wrote:

From: bgm@brucemurphy.biz <bgm@brucemurphy.biz>
Subject: RE: Derivative_Retention Letter S MHartleib
To: "Michael Hartleib" <michaelhartleib@cox.net>
Cc: "rob weiser" <rw@weiserlawfirm.com>

EXHIBIT 4

05/03/2011 TUE 16:56 FAX

001/021

866 313-5100

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

SIRIUS XM SATELLITE RADIO INC. ,and
BRIAN DAVID GOE, MICHAEL
HARTLEIB, and JACK SORGE, DOES 1
THROUGH 47 INCLUSIVE as individuals,
Plaintiff,

vs.

JOAN L. AMBLE, LEON BLACK,
LAWRENCE F. GILBERTI, EDDY W.
HARTENSTEIN, JAMES P. HOLDEN,
CHESTER A. HUBER, MEL KARMAZIN,
JOHN MENDEL, JAMES F. MOONEY,
GARY M. PARSONS, JOHN C. MALONE,
JACK SHAW, GREGORY B. MAFFEL,
DAVID FLOWERS and JEFFREY D.
ZIENTS,

Defendant

Case No.: 650606/11

**DERIVATIVE AND DIRECT
COMPLAINT:**

**NEW YORK
COUNTY CLERKS OFFICE**

MAR - 8 2011

**NOT COMPARED
WITH COPY FILE**

COMPLAINT

Plaintiffs Brian David Goe, Michael Hartleib, and John (JACK) Sorge (herein after referred to as Plaintiffs) Pro Per, submit this Complaint against the defendants named herein.

I. SUMMARY OF THE ACTION

1. This is a shareholder action brought by multiple plaintiffs, directly and derivatively, on behalf of Sirius XM Satellite Radio, Inc. ("Sirius XM") against Sirius XM's directors and officers, for their negligence, fraud, breach of fiduciary duties, and self dealing. The mismanagement of Sirius XM has manifested itself in numerous ways. In 2008, the misconduct of the management resulted in the second largest fine in the history of the Federal Communications Commission ("FCC"), in a consent decree that the FCC approved. In the same year, the Defendants completed the longest-delayed merger in history, only to learn at the

05/03/2011 TUE 16:56 FAX

002/021

“eleventh” hour that Sirius XM was assuming far more debt that had been previously disclosed. In order to obtain approval of the merger, Defendants made representations to the Department of Justice and to the FCC and entered into a consent decree with the FCC. Since the time of the merger, the Defendants have engaged in antitrust misconduct, which has resulted in the actions in the United States District Court for the Southern District of New York, 1:09-cv-10035-HB-RLE. The antitrust misconduct resulted at least in part from the Defendants violations of the representations made to the Department of Justice and the FCC and the consent decree with the FCC. In addition, the Defendants have engaged in consumer fraud and misconduct to the extent that nearly every Attorney General in the country is now engaged in an investigation of Sirius XM. This pattern of misconduct that threatens the on-going existence of Sirius XM has resulted from the fact that the Officers and Board of Directors has abdicated their responsibilities. An example of this abdication is that Defendant Leon Black continues to serve on the Board despite the fact that he did not receive sufficient shareholder votes to serve on the Board and the fact that he refuses to attend meetings of the Board.

II. PARTIES

2. Plaintiff Brian David Goe is an individual and resident of New Jersey, and was an owner of Sirius and/or XM securities and is now a current owner of Sirius XM securities.

3. Plaintiff Michael Hartleib is an individual and a resident of California, and was an owner of Sirius and/or XM securities and is now a current owner of Sirius XM securities.

4. Plaintiff John Sorge is an individual and a resident of California, and was an owner of Sirius and/or XM securities and is now a current owner of Sirius XM Securities.

5. All collectively referred to as Plaintiffs.

05/03/2011 TUE 16:57 FAX

003/021

6. Defendant Sirius XM is a Delaware corporation with its principal place of business at 1221 Avenue of the Americas, 36th Floor, New York, New York. Its successor entity resulting from the merger of Sirius and XM.

7. Defendant Joan L. Amble ("Amble") is currently a member of the board of directors.

8. Defendant Leon D. Black ("Black") is a currently a member of the board of directors.

9. Defendant Lawrence F. Gilberti ("Gilberti") is currently a member of the board of directors.

10. Defendant Eddy W. Hartenstein ("Hartenstein") is currently a member of the board of directors.

11. Defendant James P. Holden ("Holden") is currently a member of the board of directors.

12. Defendant Chester A. Huber, Jr. ("Huber") is currently a member of the board of directors.

13. Defendant Mel Karmazin ("Karmazin") is the Chief Executive Officer.

14. Defendant John Mendel ("Mendel") is currently a member of the board of directors.

15. Defendant James F. Mooney ("Mooney") is currently a member of the board of directors.

16. Defendant Gary M. Parsons ("Parsons") is currently Chairmen of the board of directors.

17. Defendant Jack Shaw ("Shaw") is currently a member of the board of directors.

05/03/2011 TUE 16:57 FAX

004/021

18. Defendant John C. Malone ("Malone") is currently a member of the board of directors.

19. Defendant Gregory B. Maffei ("Maffei") is currently a member of the board of directors.

20. Defendant David J.A. Flowers ("Flowers") is currently a member of the board of directors.

21. All collectively referred to as Defendants.

III. JURISDICTION AND VENUE

22. This Court has jurisdiction over each defendant named herein because each defendant is either a corporation that conducts business in and maintains operations in this State, or is an individual who has sufficient minimum contacts with so as to render the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.

23. Venue is proper in this Court because one of more of the defendants conducts business, a substantial portion of the transactions and wrongs complained of herein, including the defendants primary participation in the wrongful acts detailed herein, breaches of fiduciary duties, and defendants have received substantial compensation in this State by doing business here and engaging in numerous activities that had an effect in this State.

IV. DEMANDS AND FUTILITY

24. Shareholders have made numerous demands on the Board of Directors, and those demands have steadfastly been denied. It would be futile to make any further demands on the Board.

25. The demands that have been made on the current and past Board members include the following:

05/03/2011 TUE 16:57 FAX

005/021

- a. Starting on November 5, 2008, and continuing as recently as September 22, 2010, plaintiff Michael Hartleib made demands that relate to much of the misconduct alleged in this Complaint.
- b. To the extent that the Defendants have responded, they have refused to take any substantive action in response to the demands.
- c. Plaintiff Hartleib has also made demands for books and records, which the Defendants have refused.

26. It would be futile for any shareholder to make further demand before proceeding with this action.

FACTS

27. In addition to ignoring the demands recited above, Sirius XM has been grossly mismanaged by its Board and Officers. It has paid the second largest FCC fine in history. This fine exceeds the previous highest fine by more than two times. It is now under investigation by almost every Attorney General in the country based upon its abusive consumer practices.

28. The Board and Officers agreed to complete a multi-billion dollar merger without knowing the extent of the debt that it was taking on, and that debt has created huge on-going financial problems for the company. Leon Black continues to sit on the Board even though he received an inadequate number of share votes and refuses to attend Board meetings.

29. In their 2007 proxy report Risk Metrics the nation's largest independent shareholder advisory firm recommended a **"withhold"** vote on Leon Black due to attendance issues. In their 2008 proxy report Risk Metrics recommended a vote **"no"** on Leon Black. Despite repeated **"Formal Demands"** on the Board, the Nations largest independent shareholder advisory service (Risk Metrics) recommending a **"no"** vote, and Mr. Black not receiving the required votes, he

05/03/2011 TUE 16:58 FAX

006/021

continues to serve on the Board. 1. This is another blatant breach of the Board of Directors fiduciary duties to protect, and represent the interest of their shareholders. This is an example of self-dealing at its worst. Clearly the Board is putting their interest ahead of that of their shareholders, and defying the vote of said shareholders.

Sirius XM Business

30. Sirius XM sells subscriptions to its satellite radio service as its main source of business revenues.

31. Satellite radio is a service in which audio programming is digitally transmitted by one or more place stations directly to fixed, mobile, and/or portable receivers. It was licensed by the Federal Communications Commission in 1997 and it became commercially available in 2001. The FCC held an auction to determine which companies would receive the two broadcasting licenses; there were four bidding companies. American Mobile Radio Corporation which was renamed XM Satellite Radio Holdings, Inc. (XM) and CD Radio, Inc. which was renamed Sirius Satellite Radio, Inc. (Sirius) won by bidding respectively \$90 and \$83 million.

32. Approximately two years after XM and Sirius won their broadcasting licenses they entered merger discussions. This was at a time that Dish and Direct TV tried to merge, but found that the regulatory agencies were not in favor of such Mergers. Sirius and XM called off the Merger negotiations at that time due to the unfavorable regulatory environment. XM's stock reached a high of \$40 in December of 2004 and quickly dropped after subscriber growth fell short of their expected 4.8 million subscribers. Without enough subscribers, investors were concerned as to the ability of XM to repay their loans. Sirius was taking market share from XM.

Votes Cast For Votes Cast Against

1. Leon D. Black	408,528,344	458,481,167
------------------	-------------	-------------

05/03/2011 TUE 16:58 FAX

007/021

and in fact when consumers were given a choice, consumers chose Sirius over XM seven out of ten times.

33. XM and Sirius began merger discussions again in 2006. The companies felt the merger would allow them to: (1) reduce costs through synergies, (2) better compete in the audio entertainment market, (3) provide superior programming, (4) advance technologically, and (5) increase value to shareholders. (6) provide consumers with more diverse programming at lower cost.

34. XM and Sirius officially merged on or about June 29, 2008 becoming Sirius XM Satellite Radio, Inc. Today the shares of the merged entity are trading at approximately \$1.15 per share. Due to the malfeasance of the Sirius XM Board, and their failure to procure proper financing, shares of Sirius XM traded near bankruptcy at a mere \$.05 per share post merger. Sirius XM was driven to brink of bankruptcy, despite the Board having nearly 18 months to obtain proper financing. Prior to announcing the merger plans between Sirius and XM, shares of Sirius were trading at \$5.65 per share after reaching a high of \$9.49. XM shares were trading at \$19.00 per share after reaching a high of \$40.00.

35. The union of XM and Sirius was one of the longest merger delays in our nation's history. The merger was wrought with controversy beginning with Mel Karmazin initiating negotiations behind closed doors without the board of director's knowledge. Mr. Karmazin negotiated for nearly 18 months prior to notifying his Board of Directors of his unauthorized contact with XM executives. A review of the Proxy Statement filed by Sirius and XM with the Securities Exchange Commission ("SEC") on or about October 3, 2007 was silent as to whether Karmazin had the necessary pre-approval of the Sirius Board of Directors ("The Board") prior to

05/03/2011 TUE 16:59 FAX

008/021

approaching XM. In fact it wasn't until months later that the negotiations were affirmatively disclosed. This was an egregious breach of fiduciary duty.

36. Karmazin prevented The Board from being able to fulfill their fiduciary duties by considering other alternatives to the merger, or an independent audit of the true value of Sirius or XM; another egregious breach of their fiduciary duties. Without any other strategic alternatives or an independent audit, Sirius shareholders lacked the ability to make an informed vote on the merger. Sirius entered into a "no solicitation" clause which barred Sirius from soliciting transactions or giving suitors inside information. Sirius went further to prevent other alternative suitors when they agreed to a termination fee clause which would have caused Sirius to pay \$175 million in the event Sirius determined the merger was not in the best interest of the company. Sirius would have to pay if the shareholders, the true owners of the company, voted against the deal; Although the termination fee would have been reduced to \$58 million.

37. After the Merger was complete, Sirius acquired approximately 1.25 Billion dollars of XM debt which needed to be refinanced to satisfy provisions demanding repayment when XM became a unit of Sirius XM. Karmazin publicly stated that he was unaware of \$600 million dollars of XM's debt until very late in the Merger process. In fact he stated he was unaware of this debt until the "eleventh hour". Karmazin and his Board were forced to issue 300 million shares of company stock to the financiers of XM's debt for the sole purpose of being sold short on the open market, providing an arbitrage or hedge position on the bonds they issued.

38. At the time this was done Sirius stock was on the NASDQ Regulation SHO list for failure to deliver, so there were no shares available to short on the open market. This action alone caused a sudden drop in share price costing the shareholders over one billion dollars in market cap in a period of approximately one week. It is unclear how such an egregious error and

05/03/2011 TUE 16:59 FAX

009/021

omission could occur, but it is clear that this was another breach of Karmazin and the Boards Duty of Diligence, Candor and Due care.

39. Karmazin again publicly stated that he was forced to refinance XM's debt under "ugly" and "toxic" terms, which later resulted in Karmazin and the Board giving away preferred shares convertible to 40% of the outstanding common shares of Sirius XM. This was done without consideration. Mr. Malone became a super majority shareholder, controlling 40% of all vote able shares and six of eleven Board seats, for simply providing a loan.

40. In obtaining approval for the merger, Sirius XM Board members and there predecessors had made numerous representations and commitments to the regulatory bodies, primarily the Department of Justice and the FCC. Regulatory approval of the merger was dependent on those representations and commitments including the commitment not to increase charges to consumers for a minimum of three years.

41. Prior to the completion of the merger, in July of 2008, Sirius XM entered into a consent decree with the FCC where, among other things, Sirius XM agreed to make a "voluntary contribution" known in common language as a fine, in the amount of \$17,394,375, the second largest fine in FCC history. Officers and Directors of Sirius XM made other commitments in the consent decree that have not been met or satisfied.

42. After wasting nearly 18 months, and with the company on the brink of bankruptcy, the Board had failed to procure the needed financing. With hundreds of millions of dollars in debt coming due, the Board began looking for investors. Charles Ergen of Dish was an interested investor. Mr. Ergen had been acquiring millions of dollars of XM debt. Published reports had Mr. Ergen making an offer of up to \$1.50 per share. These reports also stated that, Mr. Karmazin and other Officers and Directors would be replaced. In fact Mr. Karmazin's (CEO) predecessor

05/03/2011 TUE 16:59 FAX

010/021

Joseph Clayton was now an Officer at Dish. It was rumored that Mr. Clayton would replace Mr. Karmazin as CEO. The Board breached their fiduciary duties by ignoring all other deals, including the Ergen deal, which would have been beneficial to their shareholders. It appears that this was done so that the Officers and Directors could control their employment destiny and unjustly enrich themselves in the process.

43. Mr. Karmazin has publicly stated the he and Mr. Malone have been friends for many years. On or about February 17, 2009, Liberty Media and Sirius XM entered into an Investment Agreement. Liberty Media provided a loan of \$530 million dollars at what some would consider “usurious” interest rates of 15 percent. Mr. Malone was also paid an additional fee of \$17,000,000 as a signing bonus. The most outrageous part of this financing agreement was that Mr. John Malone of Liberty Media was given 12,500,000 preferred shares convertible to a 40% ownership stake in Sirius XM. These shares had full voting rights and are convertible to 40% all outstanding common shares. Liberty Media was also granted six of twelve Board seats. These actions combined gave Mr. Malone of Liberty Media complete control of Sirius XM, creating a “super majority” shareholder rendering the “now minority” shareholders moot, without say, or control of their company. Karmazin and his Board of Directors gave Mr. Malone forty percent of Sirius XM without consideration, and complete control, creating a “super majority shareholder” with undue influence over the Board of Directors controlling 6 of 12 Board seats. Thereby, stealing billions of dollars from their shareholders, breaching the fiduciary duties owed them by putting their interest before that of their shareholders.

44. It should be noted that at the first Quarterly report and Conference Call after consummation of the Merger between Sirius and XM, the newly formed corporation wrote down 4.8 billion dollars in “Good Will” charges. This was nearly the entire value of the acquired

05/03/2011 TUE 17:00 FAX

011/021

company XM. Therefore, a mere five months after management completed the acquisition of XM, they wrote down nearly the entire value of said acquisition. This at .64 cents per share. This gave Mr. Malone over six billion dollars in non-operating losses to carry forward. In less than a year, after giving his "friend," Malone forty percent of Sirius XM without consideration, Mr. Karmazin was granted a contract extension by his Board (now controlled by Malone) and 128,000,000 options at .39 cents per share. Mr. Karmazin has gains of approximately 100 million dollars on these options. This is self-dealing at its worst. All of this despite shareholders losing over 90% of their value, 40% of their company, six Board seats, a 40% dilution of their preemptive/shareholder rights, and lastly their vote.

45. All of this was done without the rightful owners of Sirius XM the "shareholders" having a say or vote. In fact, not only did the rightful owners not have a vote, they did not even have a seat at the table. Karmazin and his Board fired Ernst and Young their accounting firm to avoid a "Going Concern Notice", the lack of a "going Concern" was also a requirement of the Malone deal. 2

46. Ernst and Young failed to exit with a "noisy exit" as required by law. Management then hired KPMG as their accounting firm, presents a financial scenario that includes the Malone deal, which was predicated on the absence of a "Going Concern Notice" and is granted a clean bill of financial health by KPMG. Mr. James Rhyu Sirius XM's Senior Vice President and Chief

2 February 8k 2009 The closing and funding of the XM Credit Agreement is subject to several conditions, including: (i) XM's existing credit agreements being amended to extend the maturity of the loans to a date and on terms reasonably satisfactory to Liberty Media Corporation, (ii) Liberty Media Corporation purchasing assignments of loans outstanding under such existing credit facilities in an aggregate principal amount of up to \$100 million, (iii) delivery of a report from our auditors in respect of fiscal year 2008 without any "going concern" or like qualification (or receipt of a waiver from certain lenders), and (iv) issuance of the preferred stock under the Investment Agreement.

05/03/2011 TUE 17:00 FAX

012/021

Accounting Officer made an announcement on December 19, 2008 that he would be resigning his newly appointed position in January 2009. On information and belief, Mr. Rhyu did not want to be a party to accounting fraud; therefore, he left the company. A mere five weeks after receiving a "clean bill of financial health," no going concern from their newly hired auditor, (KPMG) Sirius XM seeks shelter under an exemption to NASDQ Rule 4350i which basically invokes a "Going Concern Notice." According to the audit and report from KPMG Sirius XM was not a going concern, and in good financial health. Five weeks later they claim a going concern and tell the NASD that they are not financially sound and they could not stay in business long enough to give their shareholders a vote on the Malone deal. NASDQ Rule 4350i allows a company to avoid seeking shareholder approval for the issuance of securities that are convertible into 20% or more of the outstanding shares of a NASD listed company.

47. When a company request the exemption to rule 4350i they are required by the NASD and their listing Rules and Regulations to provide written notice to all shareholders within ten days before the issuance of additional securities. This notice is to inform and alert the shareholders that they are about to lose twenty percent or more of their company without their vote of approval. Shareholder approval would otherwise be required. Additionally, the letter must also state that the company's audit committee or comparable body of the board of directors has expressly approved the exemption. On information and belief, Plaintiff Michael Hartleib was the only shareholder that received this required notice. As such, Mr. Karmazin and his Board of Directors willfully, and intentionally violated the very NASDQ Rule they used to give away forty percent of Sirius XM without consideration, as well as complete control with up to six board seats.

05/03/2011 TUE 17:01 FAX

013/021

48. Despite the stock's abysmal performance and company's dire financial condition, the executives of Sirius XM unbelievably granted themselves hundreds of millions of options as they still believed they deserved a bonus. This is after the shareholders lost more than 95% percent of their value under this management's team so-called leadership.

49. Plaintiff Hartleib submitted a shareholder resolution that would have given shareholders a say on Executive compensation. The Board recommended a no vote on this resolution, even though the largest independent shareholder advisory firm in America, Risk Metrics, recommended a vote in favor of that resolution.

50. Because Malone controlled 40% of the vote and three current Board seats, this resolution was voted down. The minority shareholders have lost all say and/or control over their company.

51. Risk Metrics, the Nation's largest shareholder advisory service company, along with other shareholders were against additional compensation. In fact Sirius XM stock has continuously traded well below the premerger share price. Sirius XM shares are down approximately 75% from pre merger levels. Because of these actions the shareholders and the company, Sirius XM, have suffered damages.

52. After the merger, Sirius XM engaged in practices that violated the commitments it made in obtaining regulatory approval of the merger and in conduct that violates the antitrust laws and the consumer protection laws of practically every state in the country. As a result of the antitrust misconduct, Sirius XM faces expensive and potentially devastating antitrust litigation pending in the Southern District of New York.

53. As a result of the violations of the consumer protection laws, Sirius XM is now under investigation by nearly every Attorney General in the Country. The Attorneys General are

05/03/2011 TUE 17:01 FAX

014/021

investigating Sirius XM's policies on billing, customer solicitation, violating no call list, and subscription cancellations and renewals.

54. The misconduct that has resulted in the litigation and investigation not only costs Sirius XM millions of dollars in legal expenses but also has created a serious danger to the survival of Sirius XM.

55. Despite demands to the contrary, Defendants have ignored their obligations to shareholders in other ways. For example, they have allowed defendant Leon Black to continue to serve on the Board of Directors despite the fact that he did not receive adequate shareholder votes and despite the fact that he has so ignored his duties that he has regularly refused to attend meetings of the Board.

V. CAUSES OF ACTION

COUNT ONE: NEGLIGENCE

56. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

57. Defendants owed a legal duty to the plaintiffs to use ordinary care in managing the corporation's affairs. Because of their positions as directors, officers, and/or fiduciaries of the Company and because of their ability to control the business, corporate and financial affairs of the Company, each defendant owed the Company and its shareholders a duty to use ordinary care and diligence in the management and administration of the affairs of the Company.

58. Defendants breached their duty by merging with XM and not being fully aware of XM's total debt. As well as, for not having proper financing in place even thou they had nearly eighteen months to do so. Karmazin publicly admitted that he was not aware of 600 million dollars of XM's debt until it was too late. Either XM concealed this information, or Karmazin and his Board failed to carefully examine XM and its financial condition before the merger-

05/03/2011 TUE 17:02 FAX

015/021

which took over a year and a half to complete. Also, they failed to have an independent audit which could have prevented this. Defendants had a duty to their shareholders to investigate all the details of the company it was merging with prior to consummation of the Merger.

59. Defendants' breach of duty proximately caused injury to the plaintiffs, which resulted in a dilution of Plaintiffs shares by 40% thereby diluting their voting power by 40%. Also, costing Plaintiffs' six of twelve Board seats, and a first rights offering. These actions have now made the minority shareholders vote moot or "meaningless".

COUNT TWO: FRAUD

60. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

61. Defendants knew or had reason to know that by Ernst and Young not issuing a going concern notice that they were representing to plaintiffs, that Sirius XM was a financially viable company that had sufficient capital and was able to pay its debts. Because of the defendants positions in the company they had the most knowledge regarding the true financial status of the company. As such, they are responsible for disseminating true and correct information to the public and their shareholders.

62. Defendants' misrepresentations were material, because they affected the stock price of the company, the ownership interest of the plaintiffs, the voting rights of the Plaintiffs and the public's perception of its stability. These misrepresentations and breaches of fiduciary duties, combined, affected the stock price, ownership interest and voting power of the shareholders including the plaintiffs.

63. Defendants' actions were false because shortly after not being issued a going concern notice defendants relied on an exemption to NASDQ Rule 4350i to avoid a mandatory vote for

05/03/2011 TUE 17:02 FAX

016/021

shareholder approval on the investment agreement with Liberty Media. The exemption request basically invoked a going concern.

64. Defendants willfully made false representation. No going concern notice issued, means a company is financially sound. This is in extreme conflict with reliance on an exemption to rule 4350i that allows for a company to avoid shareholder approval because a company is in such financial despair it would not be possible to wait long enough for their shareholders to vote.

65. Defendants had reason to expect plaintiffs would act in reliance on the false representations as would the general public.

66. Plaintiffs relied on defendants false representations.

67. Defendants false representations directly and proximately caused injury to plaintiffs, which resulted in a dilution of shares by 40%, and their preemptive/ shareholder rights.

COUNT THREE: BREACH OF FIDUCIARY DUTY

68. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

69. Defendants had a fiduciary responsibility and relationship with plaintiffs. By reason of their positions as directors, officers, and/or fiduciaries of the Company and because of their ability to control the business, corporate and financial affairs of the Company, the defendants owed the Company and its shareholders the duty to exercise due care, diligence and candor in the management and administration of the affairs of the Company, and in the use and preservation of its property and assets; the duty of loyalty, to put the interests of the Company above their own financial interests; and the duty of candor, including full and candid disclosure of all material facts related thereto. The conduct of the defendants complained of herein involves knowing violations of their duties as directors of the Company, and the absence of good faith on their part,

05/03/2011 TUE 17:02 FAX

017/021

which defendants were aware or should have been aware, posed a risk of serious injury to the company and its shareholders.

70. The defendants breached their duties in the following ways:

- a. Failing to properly disclose any and all material information a reasonable shareholder would deem important and need to make a fully informed vote on the Malone deal;
- b. By entering into the "Malone" deal without considering other viable options; such as but not limited to, the Ergen deal. This prevented alternative investors from providing financing that would not have required the 40% dilution of shares and shareholder rights. Also, this prevented a buyout of Sirius XM which may have been at more favorable terms to their shareholders.
- c. By not obtaining the needed financing for the approximately two billion dollars in XM debt which needed to be refinanced. Six hundred million dollars of which, CEO Mel Karmazin publicly stated he was not aware of. Thereby, forcing an Investment Agreement with John Malone of Liberty Media on February 17, 2009 which resulted in the giving away of 12,500,000 Sirius XM preferred shares with full voting rights convertible to 40% of the common stock. These shares were issued at a time the stock was trading at very low levels and below fair value. These shares were granted without consideration to existing shareholders, which also lost; six of twelve Board seats, a first rights offering, and complete control of Sirius XM to Mr. John Malone and Liberty Media,
- d. By not providing written notice to all shareholders after invoking the exemption to NASDQ Rule 4350(i) as required by the NASD Rules and Regulations; By not

05/03/2011 TUE 17:03 FAX

018/021

considering other viable options from of investors, such as Charles Ergen which would have been more favorable to shareholders. Instead putting their interest and employment concerns ahead of that of their shareholders.

- e. By allowing Leon Black to remain on the Board despite repeated demands that he be removed, and failure to obtain the necessary votes.

71. Defendant's actions injured plaintiffs by causing a dilution in shares, loss of voting rights, loss of board seats and a first rights offering to Malone; none of which the shareholders had a vote or say in.

COUNT FOUR: SELF-DEALING

72. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

73. By reason of their positions with Sirius XM, the Individual Defendants are in possession of non-public information concerning the financial condition and prospects of Sirius XM, and especially, the true value and expected increased future value of Sirius XM and its assets, which they failed to disclose to the plaintiffs.

74. The investment agreement with Liberty Media was wrongful, unfair, and harmful to plaintiffs. The terms of the agreement did not adequately value the company, or the 12,500,000 preferred shares granted Malone. As such, the agreement only benefited the defendants and was to the detriment of the plaintiffs. The defendants denied plaintiffs their right to a vote as shareholders. This caused a dilution in voting rights, replacement of up to six of twelve board members, a first rights offering, and dilution of their shares of Sirius XM.

COUNT FIVE: BREACH OF FIDUCIARY DUTY

ON BEHALF OF THE COMPANY

05/03/2011 TUE 17:03 FAX

019/021

75. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

76. The defendants have violated fiduciary duties of care, loyalty, candor, and independence owed by law to the shareholders of Sirius XM. The defendants have acted in a way that put their personal interests ahead of the interests of their shareholders.

77. The defendants breached their duties in the following ways:

- a. Failing to properly disclose all material information a reasonable shareholder would deem important as to other alternatives to the Malone deal.
- b. By enacting a poison pill provision that only benefits Malone and would prevent any other suitors of Sirius XM from making an unsolicited bid for the Company at a higher price. This ensures that Malone and only Malone can Tender for the remaining shares he does not already own. Malone was granted a rights offer after completion of his financing;
- c. By allowing Malone to vote his shares on the poison pill provision, as there was a huge conflict of interest;
- d. By inheriting approximately 2 billion in XM debt, 600 million of which CEO Mel Karmazin publicly stated he did not know about;
- e. By entering into an Investment Agreement with Liberty Media on February 17, 2009 which resulted in the giving away of 12,500,000 preferred shares of Sirius XM stock with full voting rights, convertible to 40% of Sirius XM common stock; and six of twelve Board seats; and
- f. By not providing written notice to all shareholders within 10 days after invoking the exemption to NASDQ Rule 4350(i). as required by the NASD Rules and Regulations

05/03/2011 TUE 17:04 FAX

020/021

78. The foregoing acts, practices, and course of conduct performed by the defendants caused the defendants to fail to exercise care, diligence, and candor in the exercise of their fiduciary obligations towards the plaintiffs.

COUNT FIVE: SELF-DEALING

ON BEHALF OF THE COMPANY

79. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

80. By reason of their positions with Sirius XM, the Individual Defendants are in possession of non-public information concerning the financial condition and prospects of Sirius XM, and especially the true value and expected increased future value of Sirius XM and its assets, which they have not disclosed to the plaintiffs. The defendants have acted in ways that put their personal interests ahead of the interests of the shareholders.

81. The investment agreement with Liberty Media was wrongful, unfair, and harmful to plaintiffs. The terms of the agreement did not adequately value the company or the 12,500,000 preferred shares. As such, the agreement only benefited the defendants and was to the detriment of the plaintiffs. The defendants denied plaintiffs their right to vote as shareholders.

82. This caused a dilution in voting/preemptive rights, replacement of board members, a drop in stock price, the granting of a first rights offering, and a dilution of existing shares.

VI. PRAYER

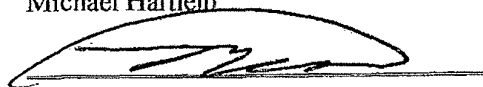
WHEREFORE, plaintiffs pray for relief and judgment as follows:

- A. Determining this action is a proper derivative action, Plaintiffs are adequate representatives on the Company's behalf, and demand is excused;
- B. Determining the Defendants have breached or aided and abetted the breach of their fiduciary duties to Sirius XM;

05/03/2011 TUE 17:04 FAX

021/021

Michael Hartleib

A handwritten signature in black ink, appearing to be "Michael Hartleib", written over a horizontal line.

Jack (John) Sorge

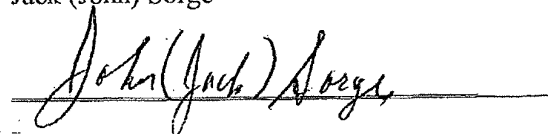
A handwritten signature in black ink, appearing to be "John (Jack) Sorge", written over a horizontal line.

EXHIBIT 5

From: Michael Hartleib
Sent: Thursday, June 02, 2011 6:59 PM
To: Robert Weiser
Subject: My Sirius case

Rob, give me a call so that we can talk about your thoughts on my case, as well as the settlement in the anti-trust suit. I did make multiple demands on the board.

Michael 949-283-2441

-----Original Message-----

From: Robert Weiser [<mailto:RW@Weiserlawfirm.com>]
Sent: Wednesday, June 01, 2011 1:59 PM
To: Michael Hartleib
Subject: Delivered: Email check

Your message was delivered to the recipient.

From: Michael Hartleib
Sent: Tuesday, June 21, 2011 3:03 AM
To: Robert Weiser
Subject: RE: Delivered: RE: Delivered: My Sirius case

Rob that works. Old merger case withdrawn, converted to an individual claim and then dismissed. This was after they offered me 700k to go away. The case I sent you is pending. Yes they were proper. Here is one of the older demands made.

Rob

-----Original Message-----

From: Michael Hartleib [<mailto:michaelhartleib@cox.net>]

Sent: Monday, June 20, 2011 4:48 PM

To: Robert Weiser

Subject: RE: Delivered: RE: Delivered: My Sirius case

Rob, when are you available?

EXHIBIT 6

From: Robert Weiser
Sent: Wednesday, August 31, 2011 7:22 PM
To: Michael Hartleib
Cc: 'David Sacks'
Subject: Re: fax-sirius order

I can't tonight, I have a dinner meeting

Sent from my Verizon Wireless BlackBerry

From: Michael Hartleib <michaelhartleib@cox.net>
Date: Wed, 31 Aug 2011 18:38:10 -0400
To: Robert Weiser<RW@Weiserlawfirm.com>
Cc: 'David Sacks'<david@synergvent.net>
Subject: FW: fax-sirius order

Rob, we need to talk about you coming in on my Sirius state case. This Federal case was taken from my case which was filed first. Khan Swick will work with us as I am providing all of the research . Call me ASAP

Congratulations, Messrs. Shenk and Hartlieb. Judge Rakoff has upheld your complaint in all important respects.

I am tied up this morning but can give you a call this afternoon, to discuss next steps.

EXHIBIT 7

From: Michael Hartleib <michaelhartleib@cox.net>
Date: February 16, 2012 at 1:40:08 PM EST
To: Robert Weiser <rw@weiserlawfirm.com>
Cc: 'David Sacks' <david@synergyent.net>
Subject: Litigation never sleeps

Rob, are we going to do some business together or what? You never called us back after we tried six times to reach you. David and I need to make some money so that we can buy you a new phone!

EXHIBIT 8

From: Michael Hartleib
Sent: Tuesday, May 24, 2016 2:55 AM
To: Robert Weiser
Cc: 'David Sacks'
Subject: I am flying in Wednesday evening so I can be rested

Rob, you are going to lose either with the honorable Vano or on appeal! You must not of thought that anyone would read these proposed “reforms”, or that anyone would take a hard look at the standing issue. You really should have been more diligent.

EXHIBIT 9

Robert Weiser

From: Michael Hartleib <michaelhartleib@cox.net>
Sent: Tuesday, May 31, 2016 5:57 PM
To: Robert Weiser
Cc: David Sacks
Subject: Re call regarding current and forthcoming case

Rob, let me know when you are available to discuss the current case and any forthcoming derivative on the tax issues. I would like to see the old board held accountable.

EXHIBIT 10

-----Original Message-----

From: Michael Hartleib <michaelhartleib@cox.net>

Sent: Tuesday, June 28, 2016 1:32 PM

To: Robert Weiser <rweiser@weiserlawfirm.com>

Cc: David Sacks <david@synergyent.net>; Scott.Musoff@skadden.com

Subject: Please provide Pdf of response in support of fees

Robert, please provide me with the documents in support of your fees filed yesterday. As I have said before I do not need conformed copies pdf copies of what was submitted will be fine. I will notify the clerk if I don't get them today. Also your delay will provide me yet another reason to appeal is the Honorable Vano approves the settlement.

Thank you,

Michael

Sent from my iPhone

EXHIBIT 11



WWW.WEISERLAWFIRM.COM

PENNSYLVANIA

22 CASSATT AVE.
BERWYN, PA 19312
TELEPHONE: (610) 225-2677
FACSIMILE: (610) 408-8062

CALIFORNIA

12707 HIGH BLUFF DRIVE, SUITE 200
SAN DIEGO, CA 92130
TELEPHONE: (858) 794-1441
FACSIMILE: (858) 794-1450

The Honorable James F. Vano
Johnson County Courthouse
100 N. Kansas Ave
Olathe, KS 66061-3273

Re: *Ross-Williams v. Bennett et al.*, Case No. 11-cv-01688

Dear Judge Vano –

We write to provide promptly important information that the Weiser Law Firm, P.C. (the “Firm”) has just learned with respect to a person whose time records were submitted to the Court together with a declaration in connection with the above-referenced shareholder derivative action (the “Action”).

As of February 2, 2017, the Firm learned that a person who had held himself out to us as Alexander J. Silow (“Silow”), was in actuality named Jeffrey M. Silow, and more importantly, that Mr. Silow is not a licensed Pennsylvania attorney in good standing, having been disbarred in Pennsylvania in 1987.¹ Mr. Silow regularly represented to the Firm (as he represented to this Court in the Action) that he was a duly licensed, active attorney. The Firm suspects that Mr. Silow may have misrepresented himself to numerous other law firms (including some of the largest law firms in this country) for many years, both before and after Mr. Silow began working with the Firm during the past decade. Mr. Silow has immediately been released from any ongoing projects with the Firm and we are contacting any and all Courts where Mr. Silow’s time records were previously submitted by the Firm.

Mr. Silow began working with the Firm after a very well-respected attorney recruiting agency in Philadelphia, Abelson Legal Search (“Abelson”), recommended him to us. Abelson represented to us at that time that Mr. Silow had worked on “four projects” through their service, and that Mr. Silow was “an excellent candidate...very experienced in document review projects of all types [who] works very hard and long hours.” See attached email and resume. The Firm was informed both by Abelson and by Mr. Silow that Mr. Silow was a licensed attorney in good standing.

¹ Although not yet confirmed, it appears as though Mr. Silow has also been suspended from the practice of law by the District of Columbia.

On February 2, 2017, after being contacted by a third party not directly involved in the Action, the Firm learned that no “Alexander J. Silow” could be found on the Pennsylvania Disciplinary Board website. Mr. Silow was then immediately contacted via e-mail by us to present his Pennsylvania bar identification number. Within minutes, Mr. Silow provided us with a Pennsylvania attorney identification number, which we then quickly determined corresponded with an “Alexander L. Silow” practicing in Pennsylvania. In a subsequent telephone conversation that morning, Mr. Silow reiterated that he was and is a licensed attorney in Pennsylvania and the District of Columbia in good standing. Minutes after this initial phone call ended, however, Mr. Silow telephoned the Firm and during a second telephone conversation, confessed that he had been disbarred in Pennsylvania “since 1990”.² Moreover, although he did not state this to us, the Firm has now confirmed that Mr. Silow’s legal name is not “Alexander J. Silow,” but rather is “Jeffrey Mark Silow.”

The Firm is in contact with both ethics and legal counsel, and has already contacted the Pennsylvania Disciplinary Board and other authorities.

With respect to this Action, we believed that Mr. Silow performed the work the reported time records indicate (as supported by the Firm’s additional filings with this Court showing records from the electronic document review database).³ Nonetheless, the Firm is aware that Mr. Silow has been held out as an active attorney, and that Mr. Silow’s declaration, signed under penalty of perjury, states, *inter alia*, that he is a licensed attorney in good standing that had never been the subject of any disciplinary action. His declaration is therefore false in material respects. Accordingly, the Firm will not be participating in any recovery that may result from the pending Cross-Appeal.

I am available at the Court’s convenience either via telephone or in-person.

Sincerely,

Handwritten signature of Robert B. Weiser in cursive script, followed by the initials "bds".

Robert B. Weiser

² As noted above, according to the Disciplinary Board of Pennsylvania, Mr. Silow was actually disbarred on December 23, 1987.

³ We believe this to be true because the documents reviewed in the Action were hosted by on the Relativity platform. It would not be possible for anyone outside of Relativity to manipulate the data points associated with this review.

Brett Stecker

From: Jessica Abelson <jabelson@abelsonlegalsearch.com>
Sent: Friday, June 27, 2008 2:12 PM
To: Brett D. Stecker
Cc: Robert Weiser
Subject: New Candidate Resumes - Document Review Project
Attachments: J Borock Resume Logo 6-2008.doc; SJones Resume logo 6-2008.doc; JSilow Resume logo 6-2008.doc

Dear Brett & Robb,

Under strict confidence please find the resumes for **Jacqueline Borock, Esq., Sharon L. Jones, Esq., and Jeffrey Silow, Esq.** for your review and consideration. All are excellent candidates and would like to be considered for your document review project. A little more information on the candidates are as follows:

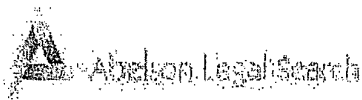
Jacqueline Borock, Esq. — Although she lives in Kingston NY she has close ties to Philadelphia. She is able to come in to Philadelphia to get training and meet with you with out a problem. She is very eager to meet with you to discuss the project in more detail.

Sharon L. Jones, Esq. — Very pleasant, professional and articulate on the phone. She is local and can absolutely commit to the project.

Jeffrey Silow, Esq. — We have worked with Jeff on at least four other projects. He is VERY experienced in document review projects of all types and works very hard and long hours.

Please let me know your thoughts regarding these candidates.

Best regards,
Jessica



Attorneys, Paralegals & Legal Professionals

Jessica Abelson
Legal Recruiter
1600 Market Street, Suite 505
Philadelphia, Pa. 19103
jabelson@abelsonlegalsearch.com
(215) 561-3010
www.abelsonlegalsearch.com



Abelson Legal Search

Attorneys, Paralegals & Legal Professionals

Jeffrey Silow, Esq.
Cell phone: (215)341-1561
Email: triman1@gmail.com

Contract Projects: Electronic and hard copy reviews and trial preparation in finance, patent, antitrust and securities litigation, governmental investigations and acquisition/divestiture matters; supervision and quality control of other reviewers; privilege log; second request reviews; deposition digesting; and travel to perform duties.

Selected Project Examples (2000 - 2008):

McCarter & English, Newark, NJ

Reviewed documents for responsiveness, confidentiality and privilege in pharmaceutical class action litigation matter.

Milberg Weiss Bershad Hynes & Lerach LLP, New York, NY

Electronic and hard copy document reviews for issue responsiveness in class action matters.

Skadden Arps Slate Meagher & Flom, New York, NY

Electronic document reviews in antitrust matter. Authored privilege log. Prepared witness binders. Deposition digesting. 2nd request. Supervision and quality control of reviewers. Traveled to review documents.

Hogan & Hartson, Washington, DC

Electronic document reviews and authored privilege logs in securities fraud, financial, FCPA and Hart-Scott-Rodino litigation matters.

Step toe & Johnson, Washington, D.C.

Performed substantive document reviews, including privilege logs, in response to Justice Department CID and Grand Jury and U.S. Senate subpoenas.

White & Case, Washington, D.C.

Electronic document reviews in antitrust case. Prepared witness binders and deposition digesting. Supervised creation of privilege log.

Crowell & Moring, Washington D.C.

Document review in antitrust acquisition matter. 2nd request. Traveled to perform duties.

McKesson Corporation, Philadelphia, PA/San Francisco, CA

Subpoena response in class action/patent matter where client was not a party. Supervision and quality control of reviewers. Traveled to review documents.

Other Employment:

National Association of Securities Dealers, Inc., Washington, DC

Office of General Counsel; Federal litigation, arbitrations and Board of Governors presentations as well as advice to members.

Pennsylvania Securities Commission, Harrisburg, PA

Office of General Counsel, Senior Attorney; Investigation, financial analysis and prosecution of securities regulatory filings and matters.

Tax Debt Negotiators, Inc., Los Angeles, CA

Responsible for in-house matters including tax matters, litigation, reviewing and drafting leases, contracts and regulatory filings.

Computer Training: Concordance, Lextranet, Summation, Ringtail, Applied Discovery, DocHunter, Microsoft Word, Microsoft Office, Microsoft Outlook, Lotus Notes

Languages: English, working knowledge of Spanish, French, German

Education:

JD, University of Miami School of Law 1974

BS (Mathematics), La Salle University 1971

Bar Admissions: District of Columbia

Submitted in confidence by Abelson Legal Search

www.abelsonlegalsearch.com

(215) 561-3010



PENNSYLVANIA
22 CASSATT AVE.
BERWYN, PA 19312
TELEPHONE: (610) 225-2677
FACSIMILE: (610) 408-8062

CALIFORNIA
12707 HIGH BLUFF DRIVE, SUITE 200
SAN DIEGO, CA 92130
TELEPHONE: (858) 794-1441
FACSIMILE: (858) 794-1450

February 6, 2017

Douglas T. Shima
Clerk of the Appellate Court
Kansas Court of Appeals
Appellate Clerk's Office
301 SW 10th Ave.
Topeka, KS 66612-1507

Re: Ross-Williams v. Bennett et al., Appellate Case No. 17-117139-A

Dear Mr. Shima:

We write to bring to the Court's attention an inaccuracy in the record in the above referenced action (the "Action"), which is currently pending before the Court. Counsel for Cross-Appellant Monica Ross-Williams, The Weiser Law Firm, P.C. (the "Firm"), recently learned that a declaration submitted to the District Court of Johnson County (the "District Court") below, by a former affiliate of the Firm, is inaccurate in material respects. The Firm believes it is its obligation to inform the Court before briefing in this matter begins.

A central question on appeal in the Action is whether the District Court properly evaluated Plaintiff's counsel's request for fees and expenses in association with the material benefits provided to the corporation in this Action. In connection with this request, District Court Judge James Vano ("Judge Vano") requested that the Firm submit attorney billing records for *in camera* review. See Transcript of May 26, 2016 Hearing. The Firm submitted time on behalf of a former affiliate of the Firm who worked on an extensive, three-year document review project. See Plaintiff's Supplemental Brief in Further Support of Award of Attorneys' Fees and Reimbursement of Expenses. This submission would later include a declaration, sworn under the penalty of perjury, from the document reviewer stating that he was a member in good standing of the Pennsylvania and District of Columbia bar associations and had never been accused of an ethical violation or the subject of any disciplinary action. See Plaintiff's Second Motion to Alter or Amend the Court's November 22, 2016 Order. The Firm has learned that this declaration was not true at the time it was submitted.

As of February 2, 2017, the Firm learned that a person who had held himself out to us as Alexander J. Silow ("Silow"), was in actuality named Jeffrey M. Silow, and more importantly, that Mr. Silow is not a licensed Pennsylvania attorney in good standing, having been disbarred in

Pennsylvania in 1987.¹ Mr. Silow regularly represented to the Firm (as he represented to the District Court) that he was a duly licensed, active attorney. The Firm suspects that Mr. Silow may have misrepresented himself to numerous other law firms (including some of the largest law firms in this country) for many years, both before and after Mr. Silow began working with the Firm during the past decade. *See* attached email and resume. Mr. Silow has immediately been released from any ongoing projects with the Firm and we are contacting any and all courts where Mr. Silow's time records were previously submitted by the Firm.²

Mr. Silow began working with the Firm after a very well-respected attorney recruiting agency in Philadelphia, Abelson Legal Search ("Abelson"), recommended him to us. Abelson represented to us at that time that Mr. Silow had worked on "four projects" through their service, and that Mr. Silow was "an excellent candidate...very experienced in document review projects of all types [who] works very hard and long hours." *See* attached email and resume. The Firm was informed both by Abelson and by Mr. Silow that Mr. Silow was a licensed attorney in good standing.

On February 2, 2017, after being contacted by a third party not directly involved in the Action, the Firm learned that no "Alexander J. Silow" could be found on the Pennsylvania Disciplinary Board website. Mr. Silow was then immediately contacted via e-mail by us to present his Pennsylvania bar identification number. Within minutes, Mr. Silow provided us with a Pennsylvania attorney identification number, which we then quickly determined corresponded with an "Alexander L. Silow" practicing in Pennsylvania. In a subsequent telephone conversation that morning, Mr. Silow reiterated that he was and is a licensed attorney in Pennsylvania and the District of Columbia in good standing. Minutes after this initial phone call ended, however, Mr. Silow telephoned the Firm and during a second telephone conversation, confessed that he had been disbarred in Pennsylvania "since 1990."³ Moreover, although he did not state this to us, the Firm has now confirmed that Mr. Silow's legal name is not "Alexander J. Silow," but rather is "Jeffrey Mark Silow."

The Firm is in contact with both ethics and legal counsel, and has already contacted the Pennsylvania Disciplinary Board and other authorities.

With respect to this Action, the Firm continues to believe that the time records from Mr. Silow are accurate (as supported by the Firm's additional filings with the District Court showing records from the electronic document review database). Nonetheless, the Firm is aware that the record before this Court is inaccurate and the Firm is actively attempting to correct the record

¹ Although not yet confirmed, it appears as though Mr. Silow has also been suspended from the practice of law by the District of Columbia for non-payment of dues.

² Mr. Silow's relationship with the Firm was limited to initial document review; at no time did Mr. Silow ever have any client contact, nor sign pleadings on behalf of the Firm, nor make any court appearances on behalf of the Firm.

³ As noted above, according to the Disciplinary Board of Pennsylvania, Mr. Silow was actually disbarred on December 23, 1987.

below.⁴ In the event the Firm is procedurally unable to do so, we felt it was our ethical obligation to ensure this matter was timely raised before the Court.

I am available at the Court's convenience either via telephone or in-person.

Sincerely,


Robert B. Weiser

⁴ Similar correspondence has been sent to Judge Vano on February 3, 2017.

EXHIBIT 12

From: Michael Hartleib <michaelhartleib@cox.net>
Sent: Monday, March 06, 2017 8:37 PM
To: Robert Weiser <rweiser@weiserlawfirm.com>
Cc: mark.mcgrory@eriseip.com; jay.kasner@skadden.com; scott.musoff@skadden.com; James M. Ficaró <jficaro@weiserlawfirm.com>; 'Tom Hershewe' <tom@dollar-law.com>; Brett Stecker <bdstecker@weiserlawfirm.com>; 'George C. Aguilar' <GAguilar@robbinsarroyo.com>; 'Boren, Jill, DCA' <Jill.Boren@jocogov.org>; 'Brian J. Robbins' <BRobbins@robbinsarroyo.com>; 'Alfred G. Yates jr.' <yateslaw@aol.com>; 'Jay N. Razzouk' <JRazzouk@robbinsarroyo.com>; 'Laura Jakubec' <lauraj@dollar-law.com>
Subject: Re: ROSS-WMS v. SPRINT - Appellate Case No. 17-117139-A

Rob, I am a little confused! Your opposition to the Motion to remand is in contradiction to your statements in the letter to Mr. Shima, Clerk of the Court of Appeals. Whereas you express your desire to correct the record and inaccuracies at the District Court and were actively attempting to do so! It seems your statements to the Appellate Court were disingenuous at best. Shocking! Also, equally confusing is your statement regarding Mr. Silow, that “you just found out on February 2, 2017 that Alexander Silow was not his real name, indeed it is Jeffrey”. Although, in your attached email correspondence from Abelson in 2008 you hired him as Jeffery. Are you 100 % certain that you want to stick to that story? I promise you that it will not be wise!

I especially like the comment that you felt as though you had an ethical obligation to inform the Court, prior to briefing. Why, because you thought they might want to remand so that these issues can be addressed at the District Court? The Court in which the fraud was committed upon? Ethical obligation, what a Saint. The fact of the matter is that Ted Frank was holding a proverbial gun to your head, so you had no choice but to come clean, or to be clear, partially

clean prior Ted Frank informing the appropriate agencies. Your attempts, to obfuscate your chicanery in this case is galvanizing my convictions, strengthening my resolve to expose all of the corrupt parties in this case! This lawyer driven litigation must and will cease. Your temerity, to seek leave of the Appellate Court to reinstate fees, given what I have uncovered is frankly astonishing and provoking wrath. I will take this all the way to the Kansas Supreme Court if needed, as the integrity of the judicial system is at stake!

On Mar 6, 2017, at 1:59 PM, Laura Jakubec <lauraj@dollar-law.com> wrote:

Counsel - please find a courtesy copy of the following which was e-filed today. Thank you.

Laura Jakubec, Legal Assistant
lauraj@dollar-law.com

<image001.png>

1100 Main Street, Suite 2600
Kansas City, MO 64105
Phone: (816) 876-2600
Fax: (816) 221-8763

This electronic message transmission and any files transmitted with it, are a communication from the law firm of Dollar Burns & Becker, L.C. This message contains information protected by the attorney/client privilege and is confidential or otherwise the exclusive property of the intended recipient or Dollar Burns & Becker, L.C. This information is solely for the use of the individual or entity that is the intended recipient. If you are not the designated recipient, or the person responsible for delivering the communication to its intended recipient, please be aware that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this electronic transmission in error, please notify by telephone (877-816-2600), or by electronic mail (lauraj@dollar-law.com) and promptly destroy the original transmission. Thank you for your assistance. NOTICE: The Missouri Bar and Missouri Supreme Court require all Missouri attorneys to notify e-mail recipients that e-mail is not a secure method of communication, that it may be copied and held by any computer through which it passes, and persons not participating in the communication may intercept the communication. Should you wish to discontinue this method of communication, please advise, and no further e-mail communication will be sent.

<Opposition to Motion to Stay Appeal and Remand Case to District Court (342096x9E2E5).pdf>

EXHIBIT 13

IN THE COURT OF APPEALS OF THE STATE OF KANSAS

MONICA ROSS-WILLIAMS, derivatively, on
behalf of SPRINT NEXTEL CORPORATION,

Appellees,

V.

ROBERT R. BENNETT, ET AL.,
and
SPRINT NEXTEL CORPORATION, a Kansas
Corporation,

Appellees,

Objector, Michael Hartleib,

Appellant.

Appellate Case No. 17-117139-A

(District Court Case No. 11CV1688)

**DECLARATION OF MONICA ROSS-WILLIAMS IN OPPOSITION TO APPELLANT
MICHAEL HARTLIEB'S MOTION TO RECONSIDER AND VACATE THE
PROTECTIVE ORDER**

I, Monica Ross-Williams, declare and state as follows:

1. I, Monica Ross-Williams, am a party (appellee and cross-appellant) to the above-captioned appellate proceeding that is currently pending before this Court (the "Appeal"). At all times in connection with the Appeal, and the shareholder derivative litigation before the District Court for Johnson County, Kansas that is the subject of the instant Appeal, I have been and am represented by counsel.

2. During the evening of March 6, 2017, I received an unsolicited telephone call from Appellant Michael Hartleib ("Hartleib"). I do not know how Hartleib obtained my phone

number, but I believe that he did so via an internet search. I had never previously had any contact, engagement, or involvement with Hartleib.

3. Upon answering the telephone when Hartleib called me on the evening of March 6, 2017, I did not realize at first who I was speaking to. Hartleib proceeded to attempt to discuss matters related to the Appeal with me, in a highly confrontational manner. Once I realized who Hartleib was and that he had somehow found my phone number and called me directly regarding the Appeal, I told Hartleib I did not wish to speak to him any further. I asked Hartleib not to contact me again and to direct all future communications to my counsel.

4. Hartleib, however, did not hang up the phone at that point. Instead, he tried to continue the conversation by making references to certain matters about me that were wholly unrelated to the Appeal; specifically, my role as an elected official in Ypsilanti Township, Michigan, where I serve on the Township Board of Trustees. I can only assume that Hartleib conducted an internet search and tried to learn as much as he could about me prior to calling me on March 6, 2017.

5. In the first instance, I was taken aback and frightened once I realized that Hartleib had called me directly about the Appeal, and given the tenor of the call I suspected that he did so in an attempt to intimidate me. But once Hartleib brought up matters about me that were completely unrelated to the Appeal, I became certain that his purpose for calling was to harass and threaten me. I felt very uncomfortable and wanted to end the call with Hartleib as soon as possible, but I thought it best to try to end the conversation in a non-confrontational way. To that end, I told Hartleib that if he wished to do so he could copy me on communications directed to my counsel, and I provided him with an email address which I seldom use.

6. At that point, the call with Hartleib ended. Immediately after I got off the phone with Hartleib on the evening of March 6, 2017, I contacted my counsel regarding the call from Hartleib.

7. Although I had clearly instructed Hartleib that all future communications should be directed to my counsel and not to me, only a few hours later, at 3:16 a.m. central time on March 7, 2017, Hartleib sent an email directly to me regarding the Appeal. I was very disturbed by the fact that he did so even though I had told him that all communications should be directed to my counsel.

8. Later that same day, on March 7, 2017, my counsel sent Hartleib a letter at my request. The letter from my counsel demanded that Hartleib cease any attempts to communicate with me. Hartleib responded to my counsel in writing, however, by threatening that he “will neither cease nor desist.” Accordingly, at my request and with my authorization, my counsel filed a motion for a protective order on March 9, 2017. That motion was granted, and the protective order was entered by this Court on March 30, 2017 (the “Protective Order”).

9. I was shocked to learn that Hartleib recently filed a motion to vacate the Protective Order. I can only assume that Hartleib intends to try to contact me again and harass me further. I was very frightened and disturbed by Hartleib’s conduct in March 2017, and I was pleased and relieved when the Protective Order was granted. If the Protective Order were to be vacated, I would fear that Hartleib would once again attempt to intimidate, harass, and threaten me. I see no reason why Hartleib should be permitted to direct communications to me instead of my counsel. I respectfully request that this Court deny Hartleib’s motion and keep the Protective Order in place.

I declare under penalty of perjury that the above and foregoing is true and correct.

EXECUTED this 7th day of March, 2018.

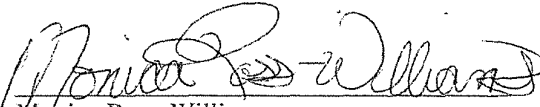

Monica Ross-Williams

EXHIBIT 14

From: michael hartleib
Sent: Tuesday, March 7, 2017 4:25 AM
To: kayla9170@yahoo.com
Cc: MSK@HFMLEGAL.COM; perry.brandt@bryancave.com; MARK.MCGRORY@ERISEIP.COM; DOCKETING@ERISEIP.COM; 'Chuck Schimmel'; 'George C. Aguilar'; 'Jay Razzouk'; Brett Stecker; 'Alfred G. Yates jr.'; 'Robert Schubert'; 'Willem F. Jonckheer'; James M. Ficaro; 'Dustin Schubert'; 'Brian J. Robbins'; 'Boren, Jill, DCA'; 'Greg Wright'; tom@dollar-law.com; Robert Weiser
Subject: Ms. William's Per our conversation here are some of the documents your Counsel failed to provide you

Dear Ms. Williams, it was a pleasure speaking with you this evening. I am sorry that your Counsel has not kept you apprised of the details of your case. I find it unconscionable that your attorneys failed to inform you of Judge Vano's rulings or that an Appeal was filed on your behalf. I do believe that you are a unwitting victim of their fraud committed against the Court. As we discussed they have submitted millions of dollars in fraudulent billing in your case. As I informed you that this was not just my opinion, the Judge in your case came to a similar conclusion. In fact, your attorneys have now admitted to at least 1.6 million dollars in fraudulent bills submitted to the Court. Mr. Weiser has confirmed this in two separate letters. (*See attached*). I am no expert, but when a Firm admits criminal acts in a case I believe they are obligated to notify you as the Plaintiff. Mr. Weiser and his Firm have already contacted their Bar associations and other Courts to self-report their criminal acts. I have contacted the district attorney's offices in Pennsylvania and Kansas and will be filing formal complaints. I am

sorry to be the person to inform you of this, as it was your attorneys responsibility to do so. I am seeking a full evidentiary hearing where your Counsel will be forced to testify under oath and you can address the Court. As you can see by the letters from Mr. Weiser they are in a lot of trouble, but claim they are victims of Mr. Silow. I will provide incontrovertible proof that Mr. Weiser et. al. is just as guilty as Mr. Silow. This is just the tip of the iceberg. Details of our call will be submitted to the Kansas Court of Appeals in a sworn declaration and provided to Judge Vano. As per your request I copied all of the attorneys in your case as well as Judge Vano's Clerk. Thank you for taking the time to speak with me this evening.

Michael

Case 1:18-cv-00317-TWT Document 40-3 Filed 03/22/18 Page 2 of 3



PENNSYLVANIA
22 CASSATT AVE.
BERWYN, PA 19312
TELEPHONE: (610) 225-2677
FACSIMILE: (610) 408-8062

CALIFORNIA
12707 HIGH BLUFF DRIVE, SUITE 200
SAN DIEGO, CA 92130
TELEPHONE: (858) 794-1441
FACSIMILE: (858) 794-1450

March 7, 2017

VIA EMAIL

Michael Hartlieb
27020 Alicia Parkway, Suite G
Laguna Niguel, CA 92677
Email: michaelhartlieb@cox.net

Re: Ross-Williams v. Bennett et al., Appellate Case No. 17-117139-A

Dear Mr. Hartlieb:

We want to caution you in the strongest of terms that your harassment of our client, Monica Ross-Williams, is highly improper.

As you know, we are counsel for Ms. Ross-Williams in the above-referenced litigation. Ms. Ross-Williams has informed us that last night, you telephoned her directly, despite knowing that she was and is represented by counsel. This conduct violates Rule 4.2 of the Kansas Rules of Professional Conduct, as you were not and are not authorized to contact Ms. Ross-Williams by her counsel or any Court.¹

According to Ms. Ross-Williams, not only did you attempt to discuss the Sprint derivative litigation with her last night, you also referenced other matters pertaining to our client that are completely unrelated to the derivative litigation. Ms. Ross-Williams was shocked and disturbed by your phone call, and she reported to us this morning that she felt harassed and threatened -- both with respect to your attempt to speak directly with her in itself, and with respect to the substance of the phone call. Accordingly, Ms. Ross-Williams declined to speak with you, expressed to you that all future communications should be directed to her counsel, and instructed that you should not contact her directly again.

Nonetheless, several hours later, at 3:16 a.m. central time on March 7, 2017, you committed another violation and completely disregarded our client's directive to communicate with her counsel, by sending Ms. Ross-Williams a lengthy email and related attachments. Our

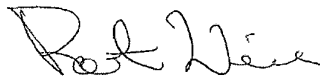
¹ Pro se litigants are generally held to the same standards of procedure, evidence, and professional responsibility as attorneys. See *Mangiaracina v. Gutierrez*, 11 Kan.App.2d 594, 595-96, 730 P.2d 1109 (1986).

Case 1:18-cv-00317-TWT Document 40-3 Filed 03/22/18 Page 3 of 3

client has reported to us that she also finds your email to be harassing and threatening, particularly in light of her express instruction to you only hours earlier that all communications should be directed to her counsel.

On behalf of Ms. Ross-Williams, we direct you to immediately cease and desist all attempts to communicate directly with Ms. Ross-Williams. In addition, please be advised that with respect to those improper communications that have already taken place and any such future communications you may attempt, Ms. Ross-Williams expressly reserves all of her rights, including but not limited to her rights under Michigan, Kansas, California, and/or federal law.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Weiser", written in a cursive style.

Robert B. Weiser

Case 1:18-cv-00317-TWT Document 40-4 Filed 03/22/18 Page 2 of 2

From: michael hartleib [mailto:michaelhartleib@cox.net]

Sent: Tuesday, March 7, 2017 7:21 PM

Cc: MSK@HFMLEGAL.COM; perry.brandt@bryancave.com; MARK.MCGRORY@ERISEIP.COM; DOCKETING@ERISEIP.COM; 'Chuck Schimmel' <chuck@wrightschimmel.com>; 'George C. Aguilar' <GAguilar@robbinsarroyo.com>; 'Jay Razzouk' <jrazzouk@robbinsarroyo.com>; Brett Stecker <bds@weiserlawfirm.com>; 'Alfred G. Yates jr.' <yateslaw@aol.com>; 'Robert Schubert' <rschubert@schubertlawfirm.com>; 'Willem F. Jonckheer' <wjonckheer@schubertlawfirm.com>; 'Dustin Schubert' <dschubert@schubertlawfirm.com>; 'Boren, Jill, DCA' <Jill.Boren@jocogov.org>; 'Greg Wright' <greg@wrightschimmel.com>; tom@dollar-law.com; Robert Weiser <rw@weiserlawfirm.com>; 'Brian J. Robbins' <BRobbins@robbinsarroyo.com>; James Ficaro <jmf@weiserlawfirm.com>

Subject: RE: Ross-Williams v. Bennett et al., Appellate Case No. 17-117139-A

Mr. Weiser, as I am preparing my sworn declaration regarding my communication with you "client", I do not have time to address all of the self-serving misrepresentations in your letter. The 15 minute consensual conversation with your "client" was very enlightening. She provided her email address and ask that I copy Counsel, so that I could forward the documents you failed to provide. For you to characterize this as harassment is another blatant attempt to distract and obfuscate your fraudulent acts and bastardization of the judicial system. I caution you, that coercing your "client" to misstate facts regarding our call will only inflict additional damage to what little credibility you have left. You Sir, and your coconspirators are the ones that need to Cease and Desist. Your so-called "client" is representing my interest and her attorneys are corrupt, therefore I will neither Cease nor Desist. As far as your not so veiled threat that Ms. Williams "reserves all of her rights", if you are threatening legal action against me, feel free, I will be happy to waive service to expedite said action. I find the prospects of discovery quite compelling. Your threats do nothing but, strengthen my resolve and galvanize my convictions. Call it a personality defect! Instead of wasting my time, I would suggest you consult with an ethics attorney, that's right, you already have!

Michael

EXHIBIT 15

From: Michael Hartleib
Sent: Saturday, April 07, 2018 12:33 AM
To: Robert Weiser
Cc: mark.mcgrory@eriseip.com; jay.kasner@skadden.com; scott.musoff@skadden.com; jennifer.berhorst@bryancave.com; sarah.holdmeyer@bryancave.com; James M. Ficaro ; Brett Stecker ; jenness.parker@skadden.com
Subject: RE: ROSS-WILLIAMS - Appellate Case No 17-117139-A

Rob, your ability to set the bar at new lows, never disappoints! Clearly, this is in retaliation to your being rightfully removed as co-lead counsel in the Equifax case. Your attempt to mislead the Appellate Court with incomplete records might be your standard operating procedure, but I believe it will cost you when I seek sanctions. Your personal attacks smack of desperation, they do nothing to dissuade me, in fact they galvanize my convictions and strengthen my resolve! Rob, you may want to contact your investigators, L. English Research Services Inc. to seek a partial refund. When they pulled the records on March 26th, they missed a DUI from the eighties and a fixit ticket. Your ill-advised actions, and ad-hominem attacks are making the Weiser Firm radioactive!

Have a wonderful weekend.

From: James Ficaro [<mailto:jmf@weiserlawfirm.com>]
Sent: Friday, April 6, 2018 11:29 AM
To: Michael Hartleib <mihartleib@gmail.com>
Subject: FW: ROSS-WILLIAMS - Appellate Case No 17-117139-A

Mr. Hartleib, see attached filing.

From: Laura Jakubec <lauraj@dollar-law.com>
Sent: Friday, April 6, 2018 2:05 PM
To: mark.mcgrory@eriseip.com; jay.kasner@skadden.com; scott.musoff@skadden.com;
jennifer.berhorst@bryancave.com; sarah.holdmeyer@bryancave.com; Marco H <mhartlieb@gmail.com>
Cc: Tom Hershewe <tom@dollar-law.com>; Robert Weiser <rw@weiserlawfirm.com>; Brett Stecker
<bds@weiserlawfirm.com>; James Ficaro <jmf@weiserlawfirm.com>
Subject: Re: ROSS-WILLIAMS - Appellate Case No 17-117139-A

Counsel/Parties - attached is a courtesy copy of Opposition to Hartleib Motion to Reconsider and Vacate the Protective Order.

Laura Jakubec, Legal Assistant
lauraj@dollar-law.com

**DOLLAR
BURNS &
BECKER**
TRIAL ATTORNEYS

1100 Main Street, Suite 2600
Kansas City, MO 64105
Phone: (816) 876-2600
Fax: (816) 221-8763

This electronic message transmission and any files transmitted with it, are a communication from the law firm of Dollar Burns & Becker, L.C. This message contains information protected by the attorney/client privilege and is confidential or otherwise the exclusive property of the intended recipient or Dollar Burns & Becker, L.C. This information is solely for the use of the individual or entity that is the intended recipient. If you are not the designated recipient, or the person responsible for delivering the communication to its intended recipient, please be aware that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this electronic transmission in error, please notify by telephone (877-816-2600), or by electronic mail (lauraj@dollar-law.com) and promptly destroy the original transmission. Thank you for your assistance. NOTICE: The Missouri Bar and Missouri Supreme Court require all Missouri attorneys to notify e-mail recipients that e-mail is not a secure method of communication, that it may be copied and held by any computer through which it passes, and persons not participating in the communication may intercept the communication. Should you wish to discontinue this method of communication, please advise, and no further e-mail communication will be sent.

EXHIBIT 16

From: Michael Hartleib

Sent: Wednesday, April 12, 2017 10:43 AM

To: Laura Jakubec

Cc: mark.mcgrory@eriseip.com; jay.kasner@skadden.com; scott.musoff@skadden.com; James M. Ficaro ; Brett Stecker ; George C. Aguilar ; Jay N. Razzouk ; Tom Hershewe ; Boren, Jill, Dca ; Robert Weiser ; Brian J. Robbins

Subject: Re: ROSS-WMS v. SPRINT - Appellate Case No. 17-117139-A

When your position is indefensible, attack your opponent with claptrap. What an embarrassment to the bar! See you in Court.

Sent from my iPhone

On Apr 12, 2017, at 6:22 AM, Laura Jakubec <lauraj@dollar-law.com> wrote:

Counsel - please find a courtesy copy of the following which was e-filed today. Thank you.

Laura Jakubec, Legal Assistant
lauraj@dollar-law.com

1100 Main Street, Suite 2600
Kansas City, MO 64105

Phone: (816) 876-2600

Fax: (816) 221-8763

This electronic message transmission and any files transmitted with it, are a communication from the law firm of Dollar Burns & Becker, L.C. This message contains information protected by the attorney/client privilege and is confidential or otherwise the exclusive property of the intended recipient or Dollar Burns & Becker, L.C. This information is solely for the use of the individual or entity that is the intended recipient. If you are not the designated recipient, or the person responsible for delivering the communication to its intended recipient, please be aware that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this electronic transmission in error, please notify by telephone (877-816-2600), or by electronic mail (lauraj@dollar-law.com) and promptly destroy the original transmission. Thank you for your assistance. NOTICE: The Missouri Bar and Missouri Supreme Court require all Missouri attorneys to notify e-mail recipients that e-mail is not a secure method of communication, that it may be copied and held by any computer through which it passes, and persons not participating in the communication may intercept the communication. Should you wish to discontinue this method of communication, please advise, and no further e-mail communication will be sent.

EXHIBIT 17

From: Hines, Loretta M.
Sent: Wednesday, April 26, 2017 3:28 PM
To: Robert Weiser
Subject: Threatening Letter - rec'd 4/25/17

Mr. Weiser,

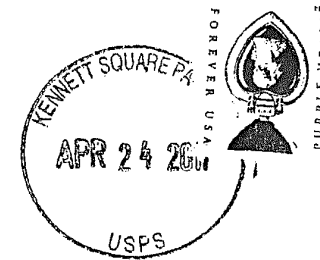
The attached letter was received in Chambers yesterday, 4/25/17. Five other Judges in Chester County received the same letter. Judge Sarcione thought you should be alerted since you are referenced in the letter. Please feel free to contact Chambers if you feel it necessary or have any questions or concerns.

Loretta M. Hines, Judicial Assistant

*to the Hon. Anthony A. Sarcione
Chester County Justice Center
201 W. Market Street, Suite 6213
PO Box 2746
West Chester, PA 19380-0989
Phone: 610.344.5900
FAX: 610.344.5596*

This County of Chester e-mail message, including any attachments, is intended for the sole use of the individual(s) and entity(ies) to whom it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone this e-mail message including any attachments, or any information contained in this e-mail message including any attachments. If you have received this e-mail message in error, please immediately notify the sender by reply e-mail and delete the message. Thank you very much.

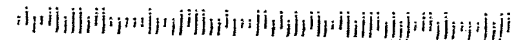
**A. Nonymous Esquire
105 East Evans Street
Suite " C "
West Chester Pa 19380**



**Judge Anthony Scarcione
201 W. Market st. suite 4100
PO Box 2746, West Chester Pa
Zip>>>> 19380-0989**

RECEIVED
APR 25 2017

1938009897 0007



Attorney e-Newsletter - March 2017

RECEIVED

APR 25 2017

Subject: Attorney e-Newsletter - March 2017**From:** Disciplinary Board of the Supreme Court of Pennsylvania <news@padisciplinaryboard.org>**Date:** 3/28/2017 3:20 PM[Click here to view this email in your browser](#)

Attorney News - March 2017

Articles & Updates

- Court Docks Pennsylvania Firm for Disbarred Lawyer Billings
- Annual Attorney Registration Opens in May
- Tip of the Month: Who Do I Call?
- Supreme Court Seeks Volunteers
- Lawyer's Pants Catch on Fire During Argument

Things to Remember

- Follow the Disciplinary Board on Twitter

*What, if any thing,
do you intend to
do about this!!*

This newsletter is intended to inform and educate members of the legal profession regarding activities and initiatives of the Disciplinary Board of the Supreme Court of Pennsylvania. To ensure you receive each newsletter and announcement from the Disciplinary Board of the Supreme Court of PA, please add us to your "safe recipients" list in your email system. Please do not reply to this email. Send any comments or questions to comments@padisciplinaryboard.org.

Attorney e-Newsletter - March 2017

Court Docks Pennsylvania Firm for Disbarred Lawyer Billings

A Berwyn, Pennsylvania firm involved in a multimillion dollar shareholder lawsuit against cellphone provider Sprint was stunned when a Kansas judge **docked its attorney fees award by nearly 90%**. The action came after the Weiser Firm **advised the court** that a contract lawyer who compiled a massive number of hours on the case was in fact a disbarred former lawyer.

The firm included in its attorney fees claim a figure of 6,905 hours of service valued at \$1.5 million for Alexander J. Silow, a contract attorney who reviewed discovery documents in the case. A lawyer named Alexander J. Silow is admitted to the Pennsylvania bar in active status, but the person who performed the work for the Weiser Firm was not him. The imposter was Jeffrey M. Silow, who consented to disbarment in 1987.

A staffing agency placed Silow with the Weiser firm in 2008. The Wall Street Journal reports that despite his disbarment, Silow apparently worked for the staffing agency as a contract attorney for at least eight years prior to that.

Kansas Judge James Vano slashed the firm's requested \$4.25 million to \$450,000. The firm maintains that despite Jeffrey Silow's deceptions as to his licensure, its records are accurate and that the award is justified based on the results. An appeal is pending.

Annual Attorney Registration Opens in May

May 8th – Online Registration Portal Opens
July 1st – Registration Due Date

Online registration for Active and Inactive Attorneys, Attorney Participants in Defender or Legal Services Programs, In-House Counsels, and Foreign Legal Consultants will soon be open. Do not attempt to complete the annual registration process prior to May 8th. The ability to register online will not be available for attorneys who are currently on Retired status or are Administratively Suspended.

Attorneys have the option to pay their annual fee by credit card or by voucher and check. Last year, 60,790 attorneys paid with a credit card and 13,700 attorneys paid by voucher.

License Status with the Pennsylvania Bar

Active	65,522
Inactive	10,726
Retired	17,447

**What, if anything , should the Chester County Judiciary
do about the WEISER lawfirm
located at Cassatt drive in Berwyn Pennsylvania?**

This ball has bounced into your lap because the Chester County Bar association likes to (1) plan picnics, (2) do seminars with guest speakers, (3) hold “chummy bench-bar events” where the lawyers in West Chester can snuggle up to the Judges before whom they practice and (4) other meaningless social activities .

When it comes to exercising discipline and control over the very profession of lawyer, so that the profession can continue on its very marginal journey toward public acceptance and respect..... well..... you know..... that's a troubling matter and sometimes, you know..... it's better to just let things work themselves out !!!

In other words, we ain't going to do shit about this !!!!

The Weiser lawfirm is a six(6) man operation located on Cassatt drive in Berwyn , Chester County. This ugly situation involves the famous..... or should we say “INFAMOUS” class action lawsuit. Known as the pride of the Ninth Circuit Court of Appeals in Northern California. It involves a simple but very lucrative operation. You get a friendly judge--- -----the friendlier the better--- to award class action status to your firm in order to “economically (HaHaHa)” represent a class of people who might not otherwise be able to sue the offending corporation on an individual basis. Whne the smoke clears, every member of the class gets \$26.54 and you get \$4.5 million dollars. In this case, Andrew Silow Esquire, who DOES HAVE a license to practice law in Pennsylvania was ~~currently~~ putting in 6,905 hours of work and billing \$4.5 million. But then...OMG... it wasn't Andy at all. It was Jeff Silow who had been disbarred 30 years ago in 1987 who was billing 6,905 hours for the WEISER lawfirm. Judge JIMMIE VANO in Kansas, God Bless His soul, caught the firm in the act and knocked out 90% of their billing. They claimed shock & surprise.

Imaginary dialogue:

“We were totally shocked to find out that he wasn't Andy after all but that he was Jeff”

Did he always answer to the name Andy so that if someone said “Hey Andy, come here and look at this?”, he would automatically respond

“Well..... yes, probably... I would say probably”

Did he ever take a phone call for Jeff Silow?

“Well.....I actually can't recall if he did or not. I mean it was not a thing that we paid attention to”

When he cashed office checks in his name was the name Andy Silow on each and every check. If we audited all of the checks written to him over the last 3 years, would all of them have been issued to Andrew Silow and endorsed by Andrew Silow?

“Well..... I am not sure about that. We will have to go back and check our records”

Do you have any idea what 6,905 billable hours comes to ?

“Not really”

Would you be surprised if , at 40 hours a week for every week in the year it comes to 162 weeks and that comes to over 3 consecutive years?

(No Response)

Weren't you just a little suspicious that he spent every working hour of every day in the week , for over 3 years on just one file in the office?

“Well..... YES it did strike us as a little bit odd. Yes”

How could you pay him salary for over 3 years if he worked on only one file in the office? That's a little absurd isn't it?

“Well I get where you are going with this line of questioning. Are you saying that we knew that he was a disbarred lawyer and we were trying to milk the class action jackpot with his phony billing”

You said it better than I could.

“Well, you can GO FUCK YOURSELF ASSHOLE. I'M OUT OF HERE AND YOU CAN TALK TO MY LAWYER IF YOU WANT”

EXHIBIT 18

From: Michael Hartleib
Sent: Saturday, May 19, 2018 5:40 PM
To: 'Laura Jakubec' ; mark.mcgrory@eriseip.com; jay.kasner@skadden.com; scott.musoff@skadden.com; jennifer.berhorst@bryancave.com; sarah.holdmeyer@bryancave.com
Cc: 'Tom Hershewe' ; Robert Weiser ; Brett Stecker ; James M. Ficaro
Subject: RE: ROSS-WMS v. Spring, et al. - Appellate Case No.: 17-117139-A

Plaintiff Counsel, and I use this term loosely, when making false allegations against a party I would suggest you at least get it right. I am no expert, but I am pretty sure it would be libelous! I will demonstrate its proper use posthaste!

From: Laura Jakubec [<mailto:lauraj@dollar-law.com>]
Sent: Friday, May 18, 2018 2:12 PM
To: mark.mcgrory@eriseip.com; jay.kasner@skadden.com; scott.musoff@skadden.com; jennifer.berhorst@bryancave.com; sarah.holdmeyer@bryancave.com; Michael Hartleib <mjhartleib@gmail.com>
Cc: Tom Hershewe <tom@dollar-law.com>; Robert Weiser <rw@weiserlawfirm.com>; Brett Stecker <bds@weiserlawfirm.com>; James Ficaro <jmf@weiserlawfirm.com>
Subject: ROSS-WMS v. Spring, et al. - Appellate Case No.: 17-117139-A

Counsel - please find a courtesy copy of the pleading which was efiled this afternoon in this matter. Thank you.

Laura Jakubec, Legal Assistant
lauraj@dollar-law.com

DOLLAR
BURNS &
BECKER

TRIAL ATTORNEYS

1100 Main Street, Suite 2600
Kansas City, MO 64105
Phone: (816) 876-2600
Fax: (816) 221-8763

This electronic message transmission and any files transmitted with it, are a communication from the law firm of Dollar Burns & Becker, L.C. This message contains information protected by the attorney/client privilege and is confidential or otherwise the exclusive property of the intended recipient or Dollar Burns & Becker, L.C. This information is solely for the use of the individual or entity that is the intended recipient. If you are not the designated recipient, or the person responsible for delivering the communication to its intended recipient, please be aware that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this electronic transmission in error, please notify by telephone (877-816-2600), or by electronic mail (lauraj@dollar-law.com) and promptly destroy the original transmission. Thank you for your assistance. NOTICE: The Missouri Bar and Missouri Supreme Court require all Missouri attorneys to notify e-mail recipients that e-mail is not a secure method of communication, that it may be copied and held by any computer through which it passes, and persons not participating in the communication may intercept the communication. Should you wish to discontinue this method of communication, please advise, and no further e-mail communication will be sent.

EXHIBIT 19

From: Michael Hartleib

Sent: Saturday, June 02, 2018 12:12 AM

To: 'Boren, Jill, DCA'

Cc: 'Brian J. Robbins'; James M. Ficaro ; 'George C. Aguilar' ; scott.musoff@skadden.com; jenness.parker@skadden.com; MARK.MCGRORY@ERISEIP.COM; perry.brandt@bryancave.com; sarah.holdmeyer@bryancave.com; jennifer.berhorst@bryancave.com; 'Tom Hershewe' ; Brett Stecker ; Robert Weiser

Subject: Judge Presses Lead Plaintiff in State Street Bank Lawsuit on Overbilling Questions | National Law Journal

Dear Ms. Boren, I thought the Honorable James Vano would find the link to the National Law Journal Article of interest. It is clear that the Plaintiff's Bar is rife with corruption, in both Class Action and Derivative cases. Much like the fraud Weiser et.al. committed in the "Ross-Williams" case, it appears to be standard operating procedure for many firms to submit millions in fraudulent fee requests upon the Court. This State Street case involves large well established firms and nearly 100 million in fees. At present, it appears Weiser et.al. has not been out done, as there is no mention of the unlicensed practice of law by a convicted felon using an alias.

I will be contacting the Special Master, and filing an Amicus Brief in the State Street case to inform them of the chicanery that has taken place in the "Ross-Williams" case. Although entirely unrelated, it presents a troubling pattern of fraud and corruption in these lawyer driven cases. I will be seeking public dissemination of the Special Master's report to show the breadth of corruption within the Plaintiffs Bar. The actions of Weiser et.al. and the Firms in the State Street case is the very definition of Racketeering, and warrants legislative reform.

<https://www.law.com/nationallawjournal/2018/05/31/judge-presses-lead-plaintiff-in-state-street-bank-lawsuit-on-overbilling-questions/>

Michael Hartleib 646-494-5901

EXHIBIT 20

From: Michael Hartleib
Sent: Friday, August 17, 2018 10:45 PM
To: Robert Weiser
Cc: Brett Stecker
Subject: Forthcoming hearing

Rob, will you be at the Witmer v Steven hearing on the 27th? I will do my best to attend. I am very familiar with Judge Carney? We can discuss my concerns with L.C, A 10 and several other companies in which I am a shareholder. It appears we will be forced to deal with each other for the foreseeable future. In hindsight, I should have avoided stocks, and invested more in real estate. Our interest were supposed to be aligned. Instead, I was attacked! If you have any questions, or wish to proffer an apology, you know how to reach me. That said, other action is eminent!

EXHIBIT 21

Case 1:18-cv-00317-TWT Document 37 Filed 03/15/18 Page 1 of 10

**IN THE DISTRICT COURT NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

GEORGE ASSAD, derivatively on behalf of
EQUIFAX, INC.,

Plaintiff,

-against-

RICHARD F. SMITH, JOHN W.
GAMBLE, JR., JOHN J. KELLY, III,
RODOLFO O. PLODER, JOSEPH M.
LOUGHRAN, III, ROBERT D. DELEO,
WALTER W. DRIVER, JR., MARK
L. FEIDLER, G. THOMAS HOUGH, L.
PHILLIP HUMANN, ROBERT D.
MARCUS, SIRI S. MARSHALL, JOHN A.
MCKINLEY, ELAN B. STOCK and
MARK B. TEMPLETON,

Defendants,

-and-

EQUIFAX, INC., a Georgia Corporation,

Nominal Defendant.

Case No.: 1:18-cv-00477-TWT

FILED IN CLERK'S OFFICE
U.S.D.C. - Atlanta

MAR 15 2018

JAMES N. HATTEN, Clerk

By:

[Signature] Deputy Clerk

**MICHAEL HARTLEIB, SHAREHOLDER AND CONCERNED CITIZEN,
MOTION FOR ACCEPTANCE OF AMICUS CURIAE BRIEF IN
OPPOSITION TO THE APPOINTMENT OF THE WEISER FIRM AS CO-
LEAD COUNSEL**

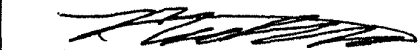
STATEMENT

Your Honor, Michael Hartleib respectfully seeks leave of the Court, allowing the filing of his Amicus Brief to inform the Court of troubling abuse of process by Weiser et.al. Details of which, are outlined in the Amicus Brief and exhibits. Whereby, providing information germane to the Courts appointment of Weiser et.al as co-lead Counsel. The Court must know of their chicanery in order to protect the public interest and shareholders of Equifax derivatively. It appears that Weiser et.al. failed to inform the Court of the ongoing Pennsylvania Bar investigation, and criminal charges against one of their attorney's. This not surprising considering their contemptuous actions before the Kansas Courts. Their candor or lack thereof should help the Court decide whether leave should be granted.

CONCLUSION

Your Honor, for all of the reasons set forth in the Amicus Brief, I hereby request the Court grant leave to file said brief, and reconsider the appointment of Weiser et.al. as co-lead Counsel.

Respectfully,



Michael Hartleib
(646) 494-5901
mjhartleib@gmail.com
27020 Alicia Parkway Suite G
Laguna Niguel, CA 92677

**IN THE DISTRICT COURT NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

GEORGE ASSAD, derivatively on behalf of
EQUIFAX, INC.,
Plaintiff,

Case No.: 1:18-cv-00477-TWT

-against-

RICHARD F. SMITH, JOHN W.
GAMBLE, JR., JOHN J. KELLY, III,
RODOLFO O. PLODER, JOSEPH M.
LOUGHRAN, III, ROBERT D. DELEO,
WALTER W. DRIVER, JR., MARK
L. FEIDLER, G. THOMAS HOUGH, L.
PHILLIP HUMANN, ROBERT D.
MARCUS, SIRI S. MARSHALL, JOHN A.
MCKINLEY, ELAN B. STOCK and
MARK B. TEMPLETON,

Defendants,

-and-

EQUIFAX, INC., a Georgia Corporation,

Nominal Defendant.

**AMICUS CURIAE BRIEF OF CONCERNED CITIZEN AND
SHAREHOLDER MICHAEL HARTLEIB IN OPPOSITION OF THE
APPOINTMENT OF THE WEISER FIRM AS CO-LEAD COUNSEL**

STATEMENT

Michael Hartleib respectfully submits the following in the public interest, and preservation of jurisprudence as a whole.

OVERVIEW

Your Honor, it is with supreme concern that I inform this Court of troubling actions of Weiser et.al, in the state of Kansas by way of a Derivative suit, captioned *Monica Ross-Williams v. Robert Bennett et.al, (11-cv-01688) Appellate (17-117139-a)*. As a shareholder of Sprint Nextel, with losses in excess of seven hundred thousand dollars, I was forced to defend my interest by objecting to a proposed settlement in the aforementioned case. I had to commence a crash course in Derivative litigation, and partake in an eighteen-month battle, which continues today, awaiting an Appellate Court ruling. The so-called reforms outlined in the settlement were illusory and misdirected, as the nominal Defendant in which the case was brought no longer exists. Sprint Nextel was acquired by Softbank. Weiser et.al lied, misleading the court to infer jurisdiction it lacked. They filed the case against Sprint Nextel, a Kansas corporation, but sought to impose reforms on Sprint, a newly formed Delaware corporation in violation of their bylaws. They failed to file a change of party notice in an attempt to confuse the Court and avoid challenges of standing, and subject matter jurisdiction. They used an **unfit plaintiff** who had little or no involvement in the case. On March 6, 2017, I called Monica Ross-Williams, whereby it became painfully clear that she was wholly uninformed. She was not aware of Judge Vano's scathing orders, or that an

Case 1:18-cv-00317-TWT Document 37 Filed 03/15/18 Page 5 of 10

1 appeal was filed on her behalf. (*See exhibit A, Orders from Judge Vano*) She was
2 unaware that Weiser et.al. committed perjury and admitted to billing fraud. Mr. Weiser
3 failed to provide his “client” with copies of letters sent to Judge Vano, and Appellate
4 Clerk Douglas Shima, admitting to fraud upon the Court. (*See exhibit B, Weiser letters*)
5 During the call, she continually referred to herself as the Defendant, until I informed
6 her that she was in fact the plaintiff. (*See exhibit C, declaration of Michael Hartleib*).
7

8 Your Honor, the actions by these so-called officers of the Court is truly
9 unconscionable. Weiser et.al. submitted over eight thousand hours in fraudulent
10 billing, seeking 4.5 million dollars in fees, 1.6 million of which submitted by a
11 criminal and disbarred attorney using his son’s name, Alexander as an alias. Mr.
12 Jeffrey Mark Silow has worked for the Weiser firm for over 10 years, billing millions
13 of dollars in illicit fees, in a multitude of cases across the country. Jeffrey Mark Silow
14 was convicted and disbarred in 1989 for insurance fraud, mail fraud, and forgery. Mr.
15 Silow was caught after forging a will, making himself the beneficiary of a million
16 dollar estate, stealing the inheritance from the rightful heirs. (*See exhibit D, WSJ*
17 *article*)
18

19 After providing information to the Class Action Fairness Center, Ted Frank
20 confronted the Weiser firm about Mr. Silow’s status. With a proverbial gun to his head,
21 Mr. Weiser attempts to exonerate his firm by claiming to be a victim of Mr. Silow’s
22 chicanery. In letters to the Court, Mr. Weiser states that he was unaware of Silow’s
23 disbarred status and criminal past. Weiser claims that he had no idea that Alexander
24 was not Silow’s real name. Clearly, this strategy was not well thought out. Attached to
25 the letters was a copy Mr. Silow’s resume from Abelson Legal Services, proving Mr.
26 Silow was presented as Jeffrey Mark, not Alexander at the time of hire. In addition, the
27 resume shows Mr. Silow as an attorney in the District Columbia, never Pennsylvania
28 as Weiser et.al. averred under penalty of perjury. In open Court, and through pleadings,

Case 1:18-cv-00317-TWT Document 37 Filed 03/15/18 Page 6 of 10

1 Weiser et.al makes more false statements, by claiming Mr. Silow was a securities
2 expert, who bills at \$350 dollars per hour. Mr. Stecker has made all appearances on
3 behalf of the Weiser firm; he has repeatedly perjured himself, found himself unable to
4 answer the most rudimentary of questions regarding his case. Frankly Your Honor, his
5 appearances were an utter embarrassment to the Plaintiff's Bar. During a six-hour
6 settlement hearing, Judge Vano expressed skepticism over the eight thousand hours
7 billed in the stayed case. He warned Weiser et.al. to take a careful look at their fee
8 request. Instead of heeding Judge Vano's advice, **plaintiff's counsel doubles down**,
9 filing perjurious declarations. In Mr. Silow's declaration he admonishes Judge Vano,
10 stating "how dare you question my hours, I have worked each and every one of these
11 hours, and have been an officer of the Court in good standing for over forty years,
12 without so-much as a disciplinary action." (See exhibit E, Silow declaration) This,
13 while knowing his status as a criminal and disbarred attorney.

14
15 Weiser et.al. would stop at nothing to protect their criminal enterprise, I was
16 subjected to vicious ad hominem attacks as I exposed their duplicitous acts and
17 conspiracies against the Court. Sadly, this is not an isolated incident; in fact, this is the
18 fourth case in which Weiser et.al has falsely purported to represent the interest of a
19 corporation in which I was a large shareholder, having lost hundreds of thousands of
20 dollars! These cases have been entirely lawyer driven, as this firm sees plaintiff's as a
21 **"necessary nuisance"**. They do not want an aggrieved party demanding tangible relief
22 on behalf of a company. At best, they seek a disinterested party who will not object to
23 a settlement providing nothing more than millions in attorney's fees. Fortunately, the
24 Honorable James Vano was not convinced by the Weiser firm's self-serving
25 arguments, or their desperate attempts proffering support for their fees. Judge Vano
26 ordered Weiser et.al. to submit their time-logs for an in-camera review. After six
27 months of careful deliberation, Judge Vano issued the first of two scathing orders,
28 wherein he excoriates Weiser et.al, finding that the time-logs submitted were not

1 credible, henceforth they were fraudulent! Although Judge Vano narrowly approved
2 the settlement, he slashed the 4.5-million-dollar fee request by ninety percent,
3 awarding a total of 450 thousand dollars in fees, and expenses. This was prior to the
4 Court's knowledge of Silow's criminal past and disbarred status.

5
6 Your Honor, it is unconscionable to think that after Judge Vano's highly critical
7 orders, that Weiser et.al. would not except the ruling, and quit while ahead, clearly
8 dodging a bullet. Instead, with hubris and utter contempt for the Court, they have the
9 temerity to ask Judge Vano for what is tantamount to a do-over, in the form of a
10 motion to Alter or Amend. (*See exhibit F, Objector's response to second Motion to*
11 *Alter or Amend*) They ask Judge Vano to remove all of the damaging statements of
12 fact, on the basis that it would "hurt" their reputations. They told Judge Vano that with
13 a few strokes of his pen he could fix everything, saving them untold amounts of
14 money, and countless hours of time trying to defend their contemptuous actions in the
15 case. Rightfully, they were concerned that the damaging orders would prejudice their
16 firm in other cases. They expressed concern, that the orders would be used to inform
17 other Courts of their Self-Dealing, Unclean Hands and Shameful Violations of Public
18 Trust. Wherefore, they confirm and acknowledge the gravity and consequence of their
19 subterfuge. (*See exhibit G, plaintiff's second Motion to Alter or Amend*). The Motion
20 led to the second scathing order by Judge Vano, wherein he is unconvinced by their
21 absurd requests, and reaffirms his opinion in the strongest of terms. Unbelievably,
22 blinded by greed, Weiser et.al. informs Judge Vano of their intent to appeal the fee
23 reduction. Despite being admonished by Judge Vano, and caught committing billing
24 fraud, Weiser et.al. was unrelenting in their zealous quest for reinstatement of four
25 million dollars in unwarranted fees. Truly reprehensible! During the settlement
26 hearing, Mr. Stecker repeatedly informed Judge Vano that the settlement was obtained
27 through "hard fought litigation". Mr. Stecker apparently considers the filing of a
28 piggyback derivative suit with valid claims, jettisoning said claims, staying the case

1 for years so that enough time passes to allow one to bill thousands of fraudulent hours,
2 and millions of dollars, "Hard Fought Litigation". Pretending to review millions of
3 documents from a Class Action, led by sister firm Robbins Geller, that facilitates no
4 additional discovery, not a single document request, or deposition over a seven year
5 period is certainly not tantamount to "hard fought" by my standards. Your Honor,
6 from what I have witnessed, it appears Weiser et.al. follows a different set of
7 standards, one that sets the bar at new lows. This perspective coming from a layperson
8 with no legal background. The only thing hard fought in this case, was the Weiser
9 firm's desperate attempt to unjustly enrich themselves by four million five hundred
10 thousand dollars, on the backs of those they falsely purport to represent.

11
12 Your Honor an appeal was filed where I ask the Court to remand and rescind the
13 case with directives for punitive sanctions, and a disgorgement order forcing the
14 return of the four hundred fifty-thousand-dollar fee award. I argue that, Monica Ross-
15 Williams, by way of her Counsel has unclean hands and therefore not entitled to
16 equitable relief from the Court. Although initially set for summary calendar, I was
17 able to compel the Appellate Court to grant oral argument. I attended the hearing on 2-
18 13-18, although Robert Weiser was admitted pro hac vice, he failed to attend the
19 hearing. The Weiser firm has retained counsel from an ethics and professional liability
20 firm, likely at the request of their insurer. One could surmise that his failure to appear
21 was on the advice of counsel. Chief Justice, Karen Arnold Burger informed those in
22 attendance that the Court found this case very interesting and would not be as strict
23 with enforcement of its time limits. Wherefore, the Court granted all in attendance
24 more than double the docketed time. Mr. Stecker appeared on behalf of Weiser et.al,
25 where he informed the Court that he had nothing to say, and that the firm stands on its
26 pleadings. The Court was quick to respond, making it clear that they had questions for
27 him regarding the criminal acts of Weiser et.al. Mr. Stecker faced a litany of cross-
28 examining questions from the Appellate Court Justices, whereas he was unable to

1 provide cogent answers to most. Despite Mr. Stecker's attempts to convince the Court
2 that Weiser et.al. was an unwitting victim of Mr. Silow, the Court appeared less than
3 convinced. Mr. Stecker informed the Court that the Pennsylvania Bar was about to
4 wrap up their investigation into the Weiser firm regarding the Sprint Nextel case, and
5 find no need for disciplinary action, at which time, Justice David E. Burns stated,
6 **"good to know counselor, this Court will be certain that the Pennsylvania Bar**
7 **gets a copy of its forthcoming order"**. During my fifteen-minute rebuttal, Chief
8 Justice Karen Arnold Burger stated, we concur that fraud was committed in this case
9 with regard to the billing.

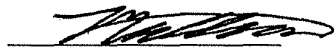
10
11 Your Honor, what I witnessed in this courtroom was worse than what transpired
12 before the Honorable James Vano, which led to the highly critical orders. By all
13 accounts, it was a train wreck of epic proportion for Weiser et.al. It is my belief that
14 this will be reflected in the forthcoming order, which the clerk says is expected within
15 the next thirty days!

16
17 Heretofore, whether Weiser et.al. knew of Mr. Silow's criminal past and
18 disbarred status, is immaterial. Judge Vano clearly states in his order that even a
19 cursory review of the time-logs would allow any reasonable person to ascertain that
20 they were not credible. This begs the question, what is going on at the Weiser firm?
21 Either they are completely corrupt, or entirely inept, whichever the case they are not
22 fit to act as lead on any representative suit. It is undisputed that the Weiser firm has
23 committed criminal acts upon the Kansas Court and a multitude of others across the
24 country.

CONCLUSION

Your Honor, given the forthcoming order from the Appellate Court, the duplicitous acts of Counsel, and active Bar investigation of the Weiser firm, I respectfully request acceptance of this brief as part of the record, and the reconsideration of the Weiser firm's appointment as lead Counsel in this case. I welcome the opportunity to appear before the Court and provide sworn testimony. I encourage the Court to demand the same of Mr. Weiser. I stand ready to provide any additional information the Court may seek.

Respectfully,



Michael Hartleib
20720 Alicia Parkway Suite, G
Laguna Niguel C.A. 92677
(646) 494-5901

EXHIBIT 22

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE EQUIFAX, INC.
DERIVATIVE LITIGATION

This Document Relates To:

ALL ACTIONS.

Lead Case No.: 1:18-cv-00317-TWT

(Consolidated with Nos.: 1:18-cv-00477-TWT
and 1:18-cv-00577-TWT)

(Consolidated Derivative Action)

Judge Thomas W. Thrash, Jr.

**OPPOSITION TO MICHAEL HARTLEIB’S MOTION FOR LEAVE TO
FILE AMICUS CURIAE BRIEF**

Plaintiff George Assad and his undersigned counsel, The Weiser Law Firm, P.C. (the “Weiser Firm”), respectfully submit this opposition to the Motion for Leave to Amicus Curiae Brief (the “Motion”) filed on March 16, 2018 by non-party Michael Hartleib (“Hartleib”). As discussed herein, Hartleib’s Motion should be denied and he should not be invited to participate in this shareholder derivative action (the “Action”) because, *inter alia*: (a) Hartleib submits his proposed *amicus* filing not as a true, disinterested “friend of the court” or even as a shareholder of Equifax, Inc. (“Equifax”), but purely in an adversarial capacity in his continuing and openly hostile effort to harass and disturb the Weiser Firm, its clients, and other law firms with whom the Weiser Firm works; and (b) the

substance of Hartleib’s proposed *amicus* filing, which is replete with falsehoods and malicious, prejudicial attacks, has no bearing on this Action and will not assist the Court in fairly, accurately, and efficiently ruling in this Action.¹

A. APPLICABLE STANDARDS FOR PROPOSED *AMICUS* FILINGS

“Whether to permit a nonparty to submit a brief, as *amicus curiae*, is, with immaterial exceptions, a matter of judicial grace.” *Nat’l Org. for Women, Inc. v. Scheidler*, 223 F.3d 615, 616 (7th Cir. 2000). “Historically, *amicus curiae* is an *impartial individual* who suggests the interpretation and status of the law, gives information concerning it, and advises the Court in order that justice may be done, rather than to advocate a point of view so that a cause may be won by one party or another.” *WildEarth Guardians*, 2012 WL 10028647 at *2. Where, as here, a proposed *amicus* submission comes from an individual with a partisan view, rather than an impartial one, the motion for leave to file an *amicus* brief should be denied,

¹ Moreover, all movants for lead or co-lead plaintiff in this derivative Action and their respective counsel are more than capable of advocating for their positions without Hartleib’s involvement or assistance, and Hartleib does not, and cannot, argue otherwise. *See, e.g., Hughes v. White*, 388 F. Supp. 2d 805, n.3 (S.D. Ohio 2005) (motion for leave to file *amicus* brief denied where movant had not argued or demonstrated that counsel did not adequately represent their clients’ interests); *WildEarth Guardians v. Lane*, No. CIV 12-118 LFG/KBM, 2012 WL 10028647, at *4 (D.N.M. June 20, 2012) (denying motion for leave to file *amicus* brief and noting that “counsel of the parties...are fully capable of representing their positions without the assistance of an *amicus*...[t]his is not a situation where a party is not represented competently or not represented at all.”).

because in such a scenario that individual is not acting as a “friend of the Court.” *Leigh v. Engle*, 535 F. Supp. 418, 420 (N.D. Ill. 1982); *see also United States v. Bd. of Cty. Commissioners of the Cty. of Otero*, 184 F. Supp. 3d 1097, 1115 (D.N.M. 2015) (listing the first factor for courts to weigh in whether to accept an *amicus* brief as “whether the proposed *amicus* is a disinterested entity”); *WildEarth Guardians*, 2012 WL 10028647, at *4 (denying motion for leave to participate as *amicus curiae* and noting that movant “Sierra Club is not a disinterested entity”).

Indeed, “[c]ourts generally permit *amicus* briefs only where the brief could provide helpful analysis of the law, and the proposed *amicus* has a special interest in the subject matter of the suit, or existing counsel is in need of assistance.” *Sierra Club v. Virginia Elec. and Power Co.*, No. 2:15CV112, 2016 WL 5349081, at *2 (E.D. Va. Feb. 4, 2016) (internal quotations omitted).² Otherwise, leave to file an *amicus* brief should be denied. *Ryan v. Commodity Futures Trading Comm’n*, 125 F.3d 1062, 1063 (7th Cir. 1997). The reasons for the policy of denying or limiting *amicus* submissions, as described by Judge Posner, include that

² It is well-settled that *amicus* submissions are only supposed to provide the Court with helpful, impartial analysis on issues of *law* – they are not supposed to present a partisan account of purported *facts*. *See, e.g., New England Patriots Football Club, Inc. v. Univ. of Colorado*, 592 F.2d 1196, 1198 (1st Cir. 1979); *Strasser v. Dooley*, 432 F.2d 567, 569 (1st Cir. 1970). Suffice it to say, an *amicus* submission should not focus on attacks on a party’s counsel on matters unrelated to the Action.

courts have heavy caseloads and, therefore, need to minimize extraneous filings; that time and other resources required for preparation and study of, and response to, *amicus* briefs drive up the cost of litigation; and that proposed filings of *amicus* briefs are frequently attempts by non-parties to inject their own partisan views into litigation matters. *Voices for Choice v. Ill. Bell Tel. Co.*, 339 F.3d 542, 544 (7th Cir. 2003). That is precisely the circumstance presented by Hartleib in this Action.

B. HARTLEIB’S MOTION SHOULD BE DENIED

The term “*amicus curiae*” is old Latin which literally means “a friend of the court,” but Hartleib is no “friend” of this Court and is certainly not acting as one. Instead, he acts now purely as an adversary to the Weiser Firm and its clients. Hartleib’s vicious and false attacks on the Weiser Firm, submitted to the Court under the guise of a proposed *amicus* filing without notice to or the consent of any of the parties to this Action, are merely Hartleib’s latest efforts in his multi-year campaign to harass the Weiser Firm and exact retribution against the Weiser Firm for its refusal to pay Hartleib’s extortive requests for money in connection with an unrelated shareholder derivative action. Hartleib is attempting to use his purported *amicus* filing in this Action as a weapon against the Weiser Firm and its clients, and this Court should not permit Hartleib’s brazen abuse of the *amicus* mechanism to the partisan detriment of plaintiffs in this Action.

The proposed *amicus* filing before this Court can only be viewed in the context of Hartleib's unique relationship and history with the Weiser Firm, and when viewed in that context, it is obvious that Hartleib is anything but "impartial." In 2009, the Weiser Firm first came into contact with Hartleib and briefly considered representing Hartleib in connection with a shareholder derivative action to be brought on behalf of the company then known as Sprint Nextel Corp. ("Sprint") arising from Sprint's merger with Nextel Corp. The Weiser Firm ultimately elected not to represent Hartleib in connection with that matter, however, because Hartleib intimated his intention to receive material compensation for his role as a derivative plaintiff. *See* Declaration of Robert B. Weiser ("Weiser Decl.") filed herewith at ¶¶5-8, Ex. A.³ The Weiser Firm would not then, and will not now, ever agree to any such improper and unethical financial proposal from a derivative client.

The Weiser Firm would later go on to represent another Sprint shareholder in connection with that derivative action and would coordinate its efforts and collaborate with several other law firms and their clients in that case. After several years, the Sprint derivative litigation was settled for a comprehensive set of corporate governance reforms for the benefit of Sprint, negotiated with the

³ In addition, the Weiser Firm was concerned that Hartleib suffered from a conflict of interest in pursuing the derivative litigation. *Id.* at ¶¶5-8.

assistance of The Honorable Layn Phillips, a former U.S. District Court judge acting as neutral mediator. Hartleib objected to the settlement, allegedly because he did not believe the settlement was in the best interests of Sprint, but made his true intentions clear by contacting the managing partner of the Weiser Firm days prior to the May 26, 2016 settlement hearing before the trial court and offering to withdraw his objection if the Weiser Firm was willing to enter into a lucrative “consulting agreement” with Hartleib. Weiser Decl. at ¶10. Of course, the Weiser Firm rejected Hartleib’s improper and outrageous overture, just as years earlier it had refused to represent Hartleib as a derivative plaintiff in light of his improper demands for compensation. *Id.* Although the agreed-to, mediated fee for plaintiffs’ counsel was ultimately reduced by the trial court in Sprint case, the settlement was eventually approved over Hartleib’s objection, and Hartleib has appealed both that decision and the trial court’s denial of Hartleib’s application for financial compensation to the Kansas Court of Appeals.

Hartleib’s proposed *amicus* filing in no way informs any issue before the Court in this Action and should not be permitted on the docket. Hartleib is not an “impartial individual” suggesting the proper interpretation of any law, but rather a serial harasser of the Weiser Firm and its clients. In March 2017, the Weiser Firm sought and obtained a protective order from the Kansas Court of Appeals in order

to stop Hartleib’s vexatious and threatening phone calls and e-mails to its client in the Sprint derivative action in violation of the Kansas Rules of Professional Conduct. *See* Weiser Decl. at Ex. B. Notably, the Weiser Firm was forced to take this drastic step and obtain the protective order for its client in the Sprint derivative litigation because even after the Weiser Firm’s client and the Weiser Firm directed Hartleib to cease and desist, Hartleib expressly refused to do so. *Id.* at Ex. C. The Protective Order was granted on March 30, 2017. *Id.* at Ex. D.

Hartleib has no interest in being a “friend of the Court” – but he seemingly has limitless interest in trying to antagonize and harm the Weiser Firm. Because Hartleib’s “proffer comes from an individual with a partisan, rather than impartial view, the motion for leave to file an *amicus* brief is to be denied, in keeping with the principle that an *amicus* must be a friend of the court and not a friend of a party to the cause.” *Leigh*, 535 F. Supp. at 420; *see also Bd. of Cty. Commissioners of the Cty. of Otero*, 184 F. Supp. at 1115 (listing the first factor for courts to weigh in whether to accept an *amicus* brief as “whether the proposed *amicus* is a disinterested entity”).

Further, as if his open hostility to the Weiser Firm and its clients were not enough to disqualify Hartleib’s proposed *amicus* brief, the contents of his brief have no “necessary bearing on this case [and] do not assist the Court in fairly,

accurately, and efficiently resolving this matter.” *Sierra Club*, 2016 WL 5349081 at *3; *Hughes*, 388 F. Supp. 2d at 805, n.3 (denying motion for leave to file *amicus* brief where proposed brief attempted to introduce irrelevant “facts” into the record). The brief only includes Hartleib’s warped recitation of purported “facts” about the Weiser Firm and contains no legal analysis whatsoever as to any issue before the Court in this Action. *See, e.g., New England Patriots Football Club*, 592 F.2d at 1198 (“While *amici* properly may provide assistance to the court on a legal question or present their view of a legal issue, they cannot properly present a partisan view of the facts.”); *Strasser*, 432 F.2d at 569 (“An *amicus* who argues facts should rarely be welcomed.”). Therefore, the proposed *amicus* brief must not be considered.

As to Hartleib’s twisted account of the “facts,” while the Weiser Firm will not address every fabricated quotation or outright lie in Hartleib’s proposed *amicus* brief here,⁴ the Court should be aware of certain facts pertaining to Jeffrey M. Silow, who was employed on several occasions by the Weiser Firm as a contract attorney through a legal search and placement firm, Abelson Legal Search, to perform document review work. Weiser Decl. at ¶16. In February 2017, the

⁴ Should the Court grant the Motion – which it should not – the Weiser Firm reserves all rights with respect to a substantive response thereto.

Weiser Firm was notified that Mr. Silow had been disbarred nearly twenty years ago and was using a fake bar identification number while holding himself out as being a member in good standing of the bars of the Commonwealth of Pennsylvania and the District of Columbia.⁵ *Id.* at ¶17. The legal recruiting service was responsible for vetting the credentials of attorneys it placed and falsely held out Mr. Silow as a licensed attorney in good standing to the Weiser Firm. *Id.* at ¶16.

After learning of this deceit, the Weiser Firm immediately: (1) severed all ties with the independent contractor Mr. Silow; (2) notified the judge in every action where Mr. Silow's hours were reported as part of a lodestar calculation as being "attorney time"; (3) self-reported the incident to the Disciplinary Board of the Supreme Court of Pennsylvania; (4) notified the Montgomery County, Pennsylvania District Attorney and pressed criminal charges against Mr. Silow; and (5) instituted a civil action against Mr. Silow and Abelson Legal Search, which is currently pending in the Pennsylvania Court of Common Pleas for Chester County. *Id.* at ¶18. Since then, Mr. Silow has pled guilty to three criminal counts

⁵ Mr. Silow would represent himself to be his son, Alexander L. Silow, an actual member in good standing of the Pennsylvania bar. *Id.* at ¶19.

in Pennsylvania⁶ and the Weiser Firm is unaware of any ongoing investigation by the Disciplinary Board of the Supreme Court of Pennsylvania regarding the Weiser Firm or any of its attorneys. *Id.* at ¶¶20, 22.

Hartleib's very use of the Silow scenario in his proposed *amicus* submission for this Action and his conclusory mischaracterizations thereof, by maliciously presuming the Weiser Firm's knowledge of Mr. Silow's disbarred status and false affidavit to the Court, definitively demonstrates Hartleib's lack of actual interest in the subject matter of the Action and his animus to the Weiser Firm. Hartleib is seeking to extend his malicious campaign against the Weiser Firm from the Sprint derivative action to this Action, where the focus should be on the aggressive prosecution of the rights of Equifax.⁷ The issues raised by the Motion and the proposed *amicus* submission, apart from being demonstrably false, have no relevance to this Action and the Weiser Firm respectfully requests that the Motion be denied.

⁶ On December 19, 2017, Mr. Silow pled guilty to the following charges: Unauthorized Practice of Law (42 Pa.C.S. §2524), Unsworn Falsification to Authorities (18 Pa.C.S. §4904(b)) and Securing Execution of Documents by Deception (18 Pa.C.S. §4114). *Id.* at ¶20.

⁷ While Hartleib vaguely describes himself in the Motion as a "shareholder," he conspicuously never refers to himself as a shareholder of Equifax, nor has he offered any proof that he is a current Equifax stockholder.

Dated: March 22, 2018

THE WEISER LAW FIRM, P.C.

s/ Brett D. Stecker

Brett D. Stecker

Robert B. Weiser

James M. Ficaró

22 Cassatt Avenue

Berwyn, PA 19312

Telephone: (610) 225-2677

Facsimile: (610) 408-8062

bds@weiserlawfirm.com

rw@weiserlawfirm.com

jmf@weiserlawfirm.com

Counsel for Plaintiff George Assad

RULE 7.1(D) CERTIFICATION

The undersigned counsel certifies that this document has been prepared with one of the font and point selections approved by the Court in Local Rule 5.1(C).

Dated: March 22, 2018

/s/ Brett D. Stecker

Brett D. Stecker (admitted *pro hac vice*)

THE WEISER LAW FIRM, P.C.

22 Cassatt Avenue

Berwyn, PA 19312

Telephone: (610) 225-2677

Facsimile: (610) 408-8062

bds@weiserlawfirm.com

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of March 2018 I electronically filed the above and foregoing with the Clerk of the Court using the CM/ECF system, which will automatically send email notification of such filing to all attorneys of record.

/s/ Brett D. Stecker

Brett D. Stecker (admitted *pro hac vice*)

THE WEISER LAW FIRM, P.C.

22 Cassatt Avenue

Berwyn, PA 19312

Telephone: (610) 225-2677

Facsimile: (610) 408-8062

bds@weiserlawfirm.com

EXHIBIT 23

From: Michael Hartleib
Sent: Thursday, March 22, 2018 11:41 PM
To: James M. Ficaro
Cc: michaelhartleib@cox.net; Robert Weiser
Subject: Re: Response to Motion

James, much appreciated, I received these filings several hours ago! Let Rob know he is making a catastrophic mistake!

Sent from my iPhone

On Mar 22, 2018, at 8:20 PM, James Ficaro <jmf@weiserlawfirm.com> wrote:

Mr. Hartleib, attached please find the filing made in the Equifax action today.

Regards,

Jimmy Ficaro
The Weiser Law Firm, P.C.
office: 610.225.0206 | fax: 610.408.8062
22 Cassatt Avenue | Berwyn, PA 19312

EXHIBIT 24

From: Michael Hartleib
Sent: Thursday, April 05, 2018 4:02 AM
To: Robert Weiser ; Brett Stecker ; James M. Ficaro
Cc: mihartlieb@gmail.com
Subject: Order

Just got home and wanted to make sure that you have this! Good to finally meet you Rob! Like I said, none of this was necessary!

http://assets2.pacermonitor.com/filings/IN_RE_EQUIFAX_INC_DERIVATIVE_LITIGATION/IN_RE_EQUIFAX_INC_DERIVATIVE_LITIGATION_gandce-18-00317_0053.0.pdf?X-Amz-Security-Token=FQoDYXdzEHAaDHNpyxtZ9eaCSNpv5SK3A4XhVthj018cuDu654%2FExY4%2Fg9ZaCeCBYPPG7i29uIPAYPVOvhytRb5DJeJniWPr81PBldOSLqrsMlpJigowrxGSLsFTbjSPqy0ZVhh3dtTJAWhUS%2FUutbLI18hwSszkR6YA35WMA4AfBS9e8711qPujeJwAugTteBi35v4BZW3Jm3CXcZ8w%2BjDjOCTPVoizOvgWuh4qvMkM%2BcwmH1%2Fk1AKAPOMd%2BhAO6OfXrhMvLPe2JfRxVZRvvyg8DzEEKL%2BAOihPTQZ1TINcxSnF5vAUZHe3WNmJt1yVldIDu%2Bp60jpxLlq8oJnT9YWkBXqAliiONs45wrPt37Ng3gyZruDxrLM7MW7TgZC%2BqtKCMrYpmyxx6m0GpKNPXoOaW0wYf7U2sIUwfc1vKtqgoHCFd6lIK%2FQtdl%2BGy7LPpjRbagA%2BEo84Xm1jQdKnMJFk59tugZptTcF57DPdfkR6uYR8KDOK9EmDuSzoc%2BguoKj3HGGGJgramak%2FXjfaMaKd8WpGN0ltvpQcMGKwCVz6l46lxHoFO0fEqwasa58VWYafSAOI1il9CHL9HY4MpxFHbS6FkVmcy%2B9kZBXOuoorJKX1gU%3D&X-Amz-Algorithm=AWS4-HMAC-SHA256&X-Amz-Date=20180405T075451Z&X-Amz-SignedHeaders=host&X-Amz-Expires=600&X-Amz-Credential=ASIAJDQHBFWORVMWGWGA%2F20180405%2Fus-east-1%2Fs3%2Faws4_request&X-Amz-Signature=0f99bf3d5f9b1d5cc8952757237f74f7b8d33ff650f0845aa10a8ddcd6c5c7c5

Sent from my iPhone

EXHIBIT 25

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 1 of 13 PAGEID #: 3725

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**IN RE BIG LOTS, INC.
SHAREHOLDER LITIGATION**

Case No. 2:12-cv-445

Judge Michael H. Watson

Magistrate Judge Jolson

OPINION AND ORDER

Louisiana Municipal Police Employees' Retirement System ("LAMPERS") and City of Atlanta Firefighters' Pension Fund ("Atlanta Firefighters," and together with LAMPERS, "Lead Plaintiffs"), plaintiff Lorene Lamb ("Lamb," and together with LAMPERS and Atlanta Firefighters, the "Consolidated Plaintiffs"), and additional plaintiff Alan Brosz ("Brosz," and together with the Consolidated Plaintiffs, "Plaintiffs") move for an order granting final approval of a derivative litigation settlement ("Settlement")¹ with Defendants Jeffrey Paul Berger, Steven S. Fishman, David T. Kollat, Brenda J. Lauderback, Philip E. Mallot, Russell Solt, Dennis B. Tishkoff, Joe R. Cooper, Charles W. Haubiel II, Timothy A. Johnson, Robert Craig Claxton, John Charles Martin, Norman J. Rankin, Paul Alan Schroeder, Robert Samuel Segal, and Steven Ray Smart (the "Individual Defendants"), and nominal defendant Big Lots, Inc. ("Big Lots" or the "Company," and together with the Individual Defendants, the "Defendants"),

¹ The Settlement is memorialized between the parties in a Stipulation and Agreement of Settlement dated December 14, 2017. ECF No. 116-1.

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 2 of 13 PAGEID #: 3726

acting through its Special Litigation Committee (“SLC”). ECF No. 121. Plaintiffs also move for an award of attorney’s fees and expenses. ECF No. 122. Both motions are unopposed. For the following reasons, Plaintiffs’ motions are **GRANTED**.

I. BACKGROUND

The background of this case is laid out in great detail in the unopposed motion for final approval, ECF No. 121, and does not need to be repeated in-depth in this Opinion except as necessary to analyze the reasonableness of the Settlement. As an initial overview, it suffices to say that Plaintiffs’ only remaining claim against Defendants is for corporate waste by some of Big Lots’ current and former officers and directors in connection with an alleged insider selling scheme and stock repurchase plan. After multiple lawsuits were filed, protracted discovery, rulings on some dispositive motions, and multiple rounds of mediation, the parties agreed on the Settlement. On April 6, 2018, the Court preliminarily approved the Settlement. ECF No. 120. On July 26, 2018, the Court held a fairness hearing. The Court now considers whether final approval of the Settlement is warranted.

A. The Proposed Settlement

The Settlement consists of two primary components: monetary relief and corporate governance reforms. First, Defendants have agreed that Big Lots’ directors’ and officers’ insurance carriers will pay Big Lots \$3.5 million. According to Plaintiffs’ counsel, this payment represents a substantial percentage

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 3 of 13 PAGEID #: 3727

of the potential damages, which were estimated to be between \$8.2 million and \$9.8 million. Joint Decl. ¶ 49, ECF No. 123. This money will be used to pay Plaintiffs' counsel's legal fees and expenses in this action as well as a portion of the settlement in a separate class action lawsuit (the "Willis Class Action").

Second, the parties have agreed that Big Lots will implement the following corporate governance reforms:

- Strengthening the Company's Insider Trading Policy, including implementing enhanced recordkeeping requirements for pre-clearance requests and a requirement that the General Counsel reports to the Nominating/Corporate Governance Committee on a semiannual basis about the Company's trading compliance program and related topics;
- Continuing to maintain a claw back policy that empowers the Compensation Committee of the Board of Directors to seek recovery of any excessive incentive-based compensation paid to any employee whose misconduct is found to have contributed to the Company's having to prepare an adverse accounting restatement;
- Engaging an outside consultant to provide continuing education to the Board of Directors on corporate governance topics including insider trading and securities laws;
- Enhancing the Company's Whistleblower Hotline procedures, including requiring the Audit Committee to receive and memorialize a report concerning any whistleblower complaint and follow-up action taken related to insider trading; and
- Amend the Company's Corporate Governance Guidelines requiring all directors to attend the Company's annual shareholder meeting in person.

B. Notice

Big Lots submitted the affidavit of Robert W. Trafford ("Trafford"), one of the attorneys for the SLC. ECF No. 126. Trafford avers that Big Lots has complied with the notice provisions of the Preliminary Approval Order by

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 4 of 13 PAGEID #: 3728

- (a) Posting the Notice of Pendency and Proposed Settlement of Stockholder Derivative Litigation (the “Notice”) and the Stipulation and Agreement of Settlement (“Stipulation”) on its corporate website on April 13, 2018, where they have remained continuously since that date; and
- (b) Filing the Stipulation and Notice as a Current Report on Form 8-K with the United States Securities and Exchange Commission on April 12, 2018 and posting the Form 8-K on its corporate website on April 13, 2018 where it has remained continuously since that date.

Id. at 1–2. The Court finds that there was sufficient notice provided to shareholders pursuant to Federal Rule of Civil Procedure 23.1.

II. APPROVAL OF THE PROPOSED SETTLEMENT

This derivative action may only be settled with the Court’s approval. Fed. R. Civ. P. 23.1(c). The Court “enjoys wide discretion in evaluating the settlement of derivative actions under Rule 23.1.” *McDannold v. Star Bank, N.A.*, 261 F.3d 478, 488 (6th Cir. 2001) (citing *Granada Invs., Inc. v. DWG Corp.*, 962 F.2d 1203, 1205–06 (6th Cir. 1992)). “Settlements are welcome” in derivative actions and, “[a]bsent evidence of fraud or collusion, such settlements are not to be trifled with.” *Granada*, 962 F.2d at 1205 (citations omitted). Relevant factors in evaluating the settlement “include the likelihood of success on the merits, the risk associated with the expense and complexity of litigation, and the objections raised by class members.” *Id.* This Court has, on at least one occasion, also considered the other Rule 23(e) factors in determining whether a derivative action settlement should be approved. *McDannold v. Star Bank, N.A.*, No. C-1-94-002, 1999 U.S. Dist. LEXIS 22158, at *13 (S.D. Ohio June 2, 1999) (also

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 5 of 13 PAGEID #: 3729

considering the amount of discovery conducted, whether the settlement was the result of an arms-length negotiation as opposed to fraud or collusion, and the opinion of counsel representing the parties), *vacated on other grounds*, 261 F.3d 478 (6th Cir. 2001). Based on all of these factors, the Court determines that the Settlement is fair, reasonable, and adequate.

A. Likelihood of Success on the Merits

“The most important of the factors to be considered in reviewing a settlement is the probability of success on the merits. The likelihood of success, in turn, provides a gauge from which the benefits of the settlement must be measured.” *Poplar Creek Dev. Co. v. Chesapeake Appalachia, L.L.C.*, 636 F.3d 235, 245 (6th Cir. 2011) (quoting *In re Gen. Tire & Rubber Co. Sec. Litig.*, 726 F.2d 1075, 1086 (6th Cir. 1984)).

Both in the motion for final approval and at the fairness hearing, Plaintiffs asserted that they faced significant risks to successfully prosecuting their claims, including defeating the SLC’s motion to dismiss and demonstrating Defendants’ bad faith breaches of duty and resulting corporate waste. Mot. 21, ECF No. 121. Defendants assert in their motion to dismiss that the SLC’s determination that it was not in Big Lots’ best interest to pursue a corporate waste claim is entitled to great deference. Mot. to Dismiss 20, ECF No. 100. Plaintiffs go so far as to state in their motion for final approval that their corporate waste claim “would have been exceptionally difficult to prove.” Mot. 18, ECF No. 121. Defendants were already successful on some dispositive motions in this case and had

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 6 of 13 PAGEID #: 3730

winnowed down the claims brought to only corporate waste. The likelihood of success for Plaintiffs was far from assured. Thus, this factor weighs in favor of approval of the Settlement.

B. Complexity, Expense, and Likely Duration of the Litigation

As the Sixth Circuit has noted, derivative actions are “notoriously difficult and unpredictable.” *Granada*, 962 F.2d at 1205 (quoting *Maher v. Zapata Corp.*, 714 F.2d 436, 455 (5th Cir. 1983)). “[A]voiding the delay, risks, and costs of continued litigation against a defendant is a valid reason for counsel to recommend and for the court to approve a settlement.” *In re Nationwide Fin. Servs. Litig.*, No. 2:08-cv-249, 2009 U.S. Dist. LEXIS 126962, at *10 (S.D. Ohio Aug. 18, 2009).

This litigation has already lasted several years. Absent settlement, continued litigation of this case would likely take more than a year and result in the parties incurring significant expense. There is a pending motion to dismiss, which would likely be followed by motions for summary judgment, expert discovery and *Daubert* motions, and a complex trial. Additionally, the parties are represented by very sophisticated counsel that would undoubtedly vigorously prosecute and defend the claims in this case. This supports settlement.

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 7 of 13 PAGEID #: 3731

C. Objections Raised by Shareholders

After having provided sufficient notice, no shareholder objected to the settlement. This is strong evidence that shareholders believed the settlement to be fair, reasonable, and adequate.

D. The Amount of Discovery Engaged in By the Parties

To confirm that Plaintiffs “have had access to sufficient information to evaluate their case and to assess the adequacy of the proposed Settlement,” the Court considers the amount of discovery engaged in by the parties. *In re Broadwing, Inc. ERISA Litig.*, 252 F.R.D. 369, 374 (S.D. Ohio 2006). “In considering whether there has been sufficient discovery to permit the plaintiffs to make an informed evaluation of the merits of a possible settlement, the court should take account not only of court-refereed discovery but also informal discovery in which parties engaged both before and after litigation commenced.” *UAW v. Gen’l Motors Corp.*, No. 05-CV-73991-DT, 2006 WL 891151, at *19 (E.D. Mich. Mar. 31, 2006). In this consideration, “the absence of formal discovery is not unusual or problematic, so long as the parties and the court have adequate information in order to evaluate the relative positions of the parties.” *Id.*

The document production in this case totaled nearly 1,000,000 pages of documents. Mot. 17, ECF No. 121. The discovery process was hard fought at times, requiring multiple meetings between the parties and court resolution of some of the disputes. There has been no indication that Plaintiffs lacked

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 8 of 13 PAGEID #: 3732

information necessary to assess the strength of their case, which supports approval of the Settlement.

E. Arm's-Length Negotiation

The Court finds that there is no evidence—or even a suggestion—that the settlement was the product of fraud or collusion. See *IUE-CWA v. Gen. Motors Corp.*, 238 F.R.D. 583, 598 (E.D. Mich. 2006) (“Courts presume the absence of fraud or collusion unless there is evidence to the contrary.”). The Settlement is the result of arm's-length, well-researched, and protracted negotiations that took place over the course of multiple years and involved at least two different mediation sessions with Robert A. Meyer, Esq., an experienced mediator. This favors approval of the Settlement.

F. The Opinion of Counsel

The Court gives significant weight to the opinions of Plaintiffs' counsel, who have indicated that the Settlement is fair, reasonable, and adequate. See, e.g., *Williams v. Vukovich*, 720 F.2d 909, 922–23 (6th Cir. 1983) (“The court should defer to the judgment of experienced counsel who has competently evaluated the strength of his proofs [T]he deference afforded counsel should correspond to the amount of discovery completed and the character of the evidence uncovered.”). The SLC's counsel has also expressed the opinion that the Settlement benefits the Company. See Joint Decl. ¶ 55, ECF No. 123.

In this case, Class Counsel have extensive experience in complex shareholder derivative and class action litigation and corporate matters. See

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 9 of 13 PAGEID #: 3733

generally ECF Nos. 123–25 (providing years of experience and background of counsel). After significant discovery and protracted arm’s-length negotiations, the parties reached the Settlement. Equipped with extensive experience, counsel have concluded that the Settlement is a good result for Plaintiffs and the Company. The Court therefore finds that this factor favors approval of the Settlement.

After considering the relevant factors, the Court **APPROVES** the Settlement.

III. ATTORNEY’S FEES AND COSTS

A. Attorney’s Fees

Plaintiffs’ counsel has moved for an award of attorney’s fees and costs. ECF No. 122. Defendants do not oppose the motion. In order to assess the reasonableness of the fee request, the Court first determines the method Plaintiffs’ counsel used to calculate the fee. In this case, Plaintiffs are seeking a percentage of the fund award. Specifically, Plaintiffs’ counsel seeks \$1.25 million in fees, which represents 35.7% of the \$3.5 million monetary settlement. Fee Mot. 8, ECF No. 122.

Next, the Court must analyze the factors laid out in *Ramey v. Cincinnati Enquirer, Inc.*, which include:

- 1) the value of the benefit rendered to the corporation or its stockholders,
- 2) society’s stake in rewarding attorneys who produce such benefits in order to maintain an incentive to others,
- 3) whether the services were undertaken on a contingent fee basis,
- 4) the value of the services on an hourly basis,
- 5) the

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 10 of 13 PAGEID #: 3734

complexity of the litigation, and 6) the professional skill and standing of counsel involved on both sides.

508 F.2d 1188, 1196 (6th Cir. 1974). Each of these factors favors approval of the requested attorney fee award.

First, the Court finds that the Settlement confers a substantial benefit on Plaintiffs. As discussed above, the \$3.5 million payment represents a substantial percentage of the potential recovery in this case. Furthermore, as described both in the motion for final approval of the Settlement and at the fairness hearing, the corporate governance reforms that are included in the Settlement will be meaningful in preventing any future misconduct by Big Lots' officers and directors.

Second, society's stake in rewarding attorneys who produce such benefits supports an award of the requested attorney's fees. It is certainly in society's interest to have fiduciary laws and regulations enforced. If experienced counsel, such as the attorneys who represented Plaintiffs here, were unwilling to take on derivative action lawsuits for fear of not being compensated, it would be more difficult to enforce accountability for officers and directors.

Third, Plaintiffs' counsel agreed to undertake this case on a wholly contingent basis. See Fee Mot. 18, ECF No. 122. In doing so, Plaintiffs' counsel assumed a real risk by expending time, effort, and money over a period of approximately six years with no guarantee of recovery. This factor weighs in favor of approving the requested fee award.

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 11 of 13 PAGEID #: 3735

The Court next considers whether the fourth factor, the value of the services on an hourly basis, favors the proposed fee award. A cross-check using Plaintiffs' counsel's lodestar weighs in favor of granting the requested fee award. Plaintiffs' counsel has provided evidence that they devoted 6,016.06 hours to this case and incurred a total lodestar of \$2,843,323.50. Joint Decl. ¶ 60, ECF No. 123. The Court has reviewed the declarations of Plaintiffs' counsel and finds the blended rate charged and hours incurred to be reasonable based on the location and experience of counsel.² Therefore, the requested lodestar multiplier with respect to fees is approximately 0.44. In other words, Plaintiffs' counsel is taking a substantial discount on their fees as a result of the contingent fee nature of their representation, which strongly supports approval. See *Kritzer v. Safelite Sol/s., LLC*, No. 2:10-cv-0729, 2012 WL 1945144, at *10 (S.D. Ohio May 30, 2012) ("As for the value of the services rendered on an hourly basis, this factor

² On August 24, 2018, well after the time to object and the fairness hearing took place, the Court received an email from Michael Hartlieb ("Hartlieb"), a shareholder who had an interest in a different case involving The Weiser Law Firm, P.C. ("Weiser"). In his email, Hartlieb raised concerns over Weiser's billing practices in this prior case and stated that he wanted to inform the Court so that it could scrutinize the fee request in this case. Hartlieb does not indicate that he is a shareholder in Big Lots or otherwise an interested party in this case. Furthermore, the Court always scrutinizes the billing records of plaintiffs' counsel before approving fee awards. Nevertheless, out of an abundance of caution, the Court re-reviewed Weiser's billing entries in this case and sees no similarities to the billing issues that may have occurred in the case involving Hartlieb. The Court held a teleconference with the parties on August 24, 2018, on which James Ficaro, one of the attorneys from Weiser, was afforded the opportunity to respond to Hartlieb's email. The Court is fully satisfied that the hours billed by Weiser were reasonable in this case.

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 12 of 13 PAGEID #: 3736

strongly favors the fee requested The amount of fees requested . . . is less than what the fee would be under a lodestar calculation.”).

The remaining two factors, the complexity of the litigation and the professional skill and standing of the attorneys involved, has been discussed above and also supports approval of the attorney’s fee request.

For all of these reasons, the Court concludes that Plaintiffs’ counsel’s request for \$1.25 million in attorney’s fees is reasonable.

B. Expenses

“Under the common fund doctrine . . . counsel is entitled to reimbursement of all reasonable out-of-pocket expenses and costs in the prosecution of claims, and in obtaining settlement, including but not limited to expenses incurred in connection with document productions, consulting with and deposing experts, travel and other litigation-related expenses.” *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 532 (E.D. Mich. 2003).

Plaintiffs’ counsel has provided documentation to support \$46,740.59 in expenses in prosecuting this action. These expenses include, among other things, mail costs, meals, lodging, transportation, legal research, copying costs, telephone expenses, and court filing fees. See Joint Decl. Exs., ECF No. 123. These types of expenses are reasonable and necessary, and therefore entitled to reimbursement. *Rikos v. P&G*, No. 1:11-cv-226, 2018 U.S. Dist. LEXIS 72722, at **27–28 (S.D. Ohio April 30, 2018).

IV. CONCLUSION

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 13 of 13 PAGEID #: 3737

For the foregoing reasons, the Court **GRANTS** the unopposed motion for final approval of the settlement, ECF No. 121, **GRANTS** the unopposed motion for an award of attorney's fees and expenses, ECF No. 122, and **ORDERS** as follows:

1. The Settlement is a fair, reasonable, and adequate resolution to this case for all parties, and is finally approved;
2. To the extent not already done, the parties are **ORDERED** to perform under the terms of the Settlement;
3. Plaintiffs' counsel are awarded \$1,250,000 in attorney's fees and \$46,740.59 in expenses, which shall be paid to lead counsel for distribution in accordance with the Settlement;
4. The Court retains jurisdiction over this matter for purposes of enforcing the Settlement;
5. This action is **DISMISSED with prejudice**, with each party to bear its own costs, except as described above. The Clerk is **DIRECTED** to enter **FINAL JUDGMENT**.

IT IS SO ORDERED.



MICHAEL H. WATSON, JUDGE
UNITED STATES DISTRICT COURT

EXHIBIT 26

1
2
3 **UNITED STATES DISTRICT COURT FOR THE DISTRICT OF**
4 **MINNESOTA**

5
6 IN RE: CENTURYLINK RESIDENTIAL
7 CUSTOMER BILLING DISPUTES
8 LITIGATION

MDL No. 17-2795 (MJD/KMM)

9 **This Brief Relates to:**

10 *Tansey v. Perry, et al.*, No. 18-cv-
11 02460-MJD-KMM;
12 *Flanders v. Post, et al.*, No. 18-cv-
13 02833-MJD-KMM;
14 *Ault v. Post, et al.*, No. 18-cv-02834-
15 MJD-KMM;
16 *Barbree, et al. v. Bejar, et al.*, No.
17 18-cv-02835-MJD-KMM;
18 *Palkon v. Boulet, et al.*,
19 No. 18-cv-[TBA]-MJD-KMM

20 **AMICUS CURIAE BRIEF OF SHAREHOLDER MICHAEL HARTLEIB AND**
21 **CONCERNED CITIZEN IN OPPOSITION OF THE APPOINTMENT OF**
22 **ROBBINS ARROYO AND THE WEISER FIRM ET. AL. AS LEAD**
23 **COUNSEL IN THE CONSOLIDATED DERIVATIVE ACTION**

24 **STATEMENT**

25 Michael Hartleib respectfully submits the following in the public interest, and
26 preservation of jurisprudence as a whole.
27
28

OVERVIEW

Your Honor, it is with the utmost concern that I inform this Court of ongoing troubling actions by the Weiser and Robbins Arroyo et.al. Firms, the most egregious of which involves a lawyer driven Derivative case in the state of Kansas, captioned *Monica Ross-Williams v. Robert Bennett et.al, (11-cv-01688) Appellate (17-117139-a)*. Seeing Plaintiff's as a necessary nuisance, these firms seek parties that are disinterested at best or worse something more sinister. Often soliciting a Plaintiff that is not aggrieved, unqualified and willing to lend their name for nominal consideration in order to facilitate their lawyer driven "**Piggyback Litigation**". These firms collude and conspire acting as one, whereby filing multiple Derivative cases on the backs of Securities, or Consumer Class actions. Their past duplicitous acts have included the use of the following as Plaintiffs, deceased parties, friends and family members which lacked standing, and paid serial criminal Plaintiffs like that of the infamous firm, Milberg Weiss. The latest and most creative use of unfit plaintiffs are those of shell LLC corporations created by the law firms. They fund an LLC, instruct a co-conspirator to purchase a nominal number of shares in as many publically traded companies that funds will allow giving them what appears to be a legitimate Plaintiff to facilitate their lawyer driven cases. The stock portfolio controlled by the LLC ultimately becomes payment for the co-conspirator for facilitating said cases. These firms fee split, interchange Plaintiff's, seek those that are compromised to generate thousands of billable hours for illusory work, submit fraudulent time logs and seek hundreds of millions in unjust fees in cases across the country. On information and belief, the firms bill the same hours for Counsel on multiple cases. Given that hundreds of thousands of hours have been billed in a multitude of cases that exceeds the number

1 of work hours in a defined period for the number of attorneys at the firm, it becomes
2 obvious that duplicative billing is taking place.

3
4 Your Honor, my initial encounter with Robbins Arroyo, formerly known as
5 Robbins Umeda was in 2006 wherein they filed a valuation suit surrounding the
6 merger of Sirius and XM Satellite Radio, allegedly on behalf of Sirius shareholders.
7 Unfortunately, their legitimate claims were jettisoned within days as they reached a
8 settlement that did nothing more than indemnify Sirius management who were unjustly
9 enriched and provide for millions in attorney fees. During this encounter, I discovered
10 what I call a “**race to the bottom**”. Firms like Robbins Arroyo and the Weiser firm get
11 a reputation for settling cases without meaning relief for those harmed, and providing
12 broad-breadth release for those Executives that have damaged the Corporation and its
13 shareholders in the first instance. Therein, these firms often do little more than
14 indemnify wrongdoers in exchange for millions in attorney fees. As a large
15 shareholder, I was forced to object to the Sirius settlement and discovered the Plaintiff
16 in the case, Gregory Brockwell lacked standing; Mr. Brockwell never owned a single
17 share of stock. He was a college friend of then partner Jeffrey P. Fink. After first
18 enduring a litany of threats and then rebuffing Mr. Fink's half a million-dollar offer to
19 withdraw my objection, I contacted US attorney Richard Robinson, the FBI, and the
20 San Diego District Attorney, Bonnie Dumanis to report the illicit acts of the Firm.
21 Months later, Robbins Umeda dismissed their suit against Sirius and Mr. Fink was
22 fired from the practice.

23
24 The wrongdoing continued in a Derivative case of behalf of Red Hat. (*Egelhof v.*
25 *Szulik*) On February 4, 2008, Judge Tennille citing the solicitation of inadequate
26 plaintiffs, in a “*needless rush to file a complaint*” and criticizing the firm’s “*slapdash*
27 *approach to representation*” and other professional misconduct, including inadequate
28 communications with the plaintiff and the unauthorized practice of law in North

1 Carolina by out-of-state attorneys, entered an order prohibiting the firm, and Brian
2 Robbins individually, from appearing *pro hac vice* in the state courts of North Carolina
3 for a period of five years.

4
5 Several months later in 2008, in yet another lawyer driven Derivative case in the
6 United States District Court for the Southern District of New York, purportedly
7 brought on behalf of JPMorgan, a federal judge cited similarities between the conduct
8 addressed in the *Red Hat Egelhof* sanctions order and the proceedings in *JPMorgan*.
9 Judge Cote exposed an unfit Plaintiff Mr. Shroff, which was removed and later
10 replaced with a serial criminal Plaintiff Robert L. Garber. Mr. Garber was ultimately
11 deemed unfit and removed. Being caught red handed trying to deceive the Court in
12 violation of the *PSLRA*, former US attorney and partner of Robbins Umeda, George
13 Aguilar informs the Court on July 15, 2008 that his firm is abandoning the Class and
14 no longer seeks a lead position. Instead, they collude with other firms in an attempt to
15 insulate themselves and run the case through surrogate Alfred G. Yates who used the
16 same Plaintiff, Robert L. Garber that Judge Cote previously deemed unfit. Mr. Yates,
17 although clearly obtuse, is likely the most corrupt lawyer in the Plaintiffs' Bar with
18 direct connections to convicted felons William Lerach and Melvin Weiss. He has
19 earned the reputation as the **Litigation Kennel Groomer**, whereas he has facilitated
20 hundreds if not thousands of cases with serial criminal plaintiffs for firms across the
21 country. Robert L. Garber being one that was most prolific. *See Exhibit, A (Opinion*
22 *and Order of the Honorable Denise Cote, entered September 19, 2008,) (Case No.*
23 *08CIV9774 (DLC);*

24
25 In August of 2011, Robbins Umeda engaged in even more egregious conduct in
26 two additional cases (*Carrigan v Solectron*) and (*Columbo v. Tara Gold*). In the
27 Solectron case, Robbins Umeda is accused of abandoning the class to obfuscate facts
28 surrounding illegal payments to professional plaintiffs including Steven Staehr. *See*

1 *Exhibit B, (Declaration of Richard Carrigan)*. It is clear that Robbins Umeda once
2 again put its interest ahead of the Class, which they had a fiduciary duty to protect. It
3 should be noted that I was an absent class member in this case having been injured.
4 After Robbins Umeda abandoned the Class to hide their criminal acts, the Class was
5 left without recourse. Given the mess that was made of the case, and significant
6 loadstar Robbins Umeda claimed to have, I and other Class members were unable to
7 obtain Counsel to seek redress of the legitimate claims outlined in the suit.

8
9 In Tara Gold, it appears that Robbins Umeda filed the case without the
10 knowledge or consent of the plaintiff. *See Exhibit, C (Motion for Sanctions &*
11 *Declaration of Chris Columbo)* This led to yet another rule eleven-sanction request on
12 behalf of the defendants. Although it is my understanding that sanctions were not
13 granted it shows that the case was entirely lawyer driven.

14
15 Judge Davis, Counsel will likely attempt to convince this Court that these
16 contemptuous acts have become less relevant given the passing of time, but these acts
17 which span more than a decade prove a course of conduct that has continued to present
18 day. The Ross-Williams case has some of the very same player's involved in the
19 aforementioned cases. Robbins Arroyo, Alfred G. Yates and Bruce Murphy. They have
20 worked together for years making hundreds of millions of dollars bastardizing our
21 judicial process for their unjust enrichment. I submit that they have gotten away with
22 this for far too long; it is time to reform the corruption rife throughout Derivative
23 litigation.

24
25 Further complicating things in the Ross-Williams case is the fact the lead Counsel in
26 the related Securities Class action, Robbins Geller is the sister-firm of Robbins Arroyo, co-
27 lead Counsel in this case along with the Weiser firm. Robert Weiser is close friends with the
28 Robbins brothers; he has worked in concert with them in hundreds of cases in many

1 jurisdictions. Darren Robbins is managing partner of Robbins Geller and Brian Robbins is
2 Darren's brother, and managing partner of Robbins Arroyo. Their modus operandi is Robbins
3 Geller files the Securities Class action, whereby doing the "heavy lifting", often obtaining
4 meaningful relief; conversely, Robbins Arroyo files the "Piggy Back" Derivative case which
5 is stayed for prolonged periods of time to ensure their fraudulent hours billed do not exceed
6 the number of work hours in a defined period of time. In this case, it required a stay of more
7 than 5 years, as they submitted an astonishing 18,000 hours and a 4.5 million dollar fee
8 request on an entirely dormant case! The majority of which was for illusory document review
9 done under the supervision of Robbins Arroyo on their software platform Relativity. This
10 case was managed and run by Robbins Arroyo, along with Weiser et.al.

11
12 In May of 2016, as large shareholder of Sprint Nextel, with loses over seven
13 hundred thousand dollars, I was once again forced to defend my interest by objecting
14 to the proposed settlement. I had to commence a crash course in Derivative litigation,
15 and partake in a David vs. Goliath battle, which continued for over 18 months. I was
16 forced to single handedly take on five firms that were coordinated in their efforts to
17 stop me. Appearing at each hearing was Brent Stecker for the Weiser firm and George
18 Aguilar for Robbins Arroyo. Many other attorneys were present but I was not privy to
19 their names. I was subjected to vicious ad hominem attacks as Weiser and Robbins
20 Arroyo et.al. proved they would stop at nothing in an attempt to protect their criminal
21 enterprise. The so-called reforms outlined in the settlement were nearly illusory and
22 misdirected, as the nominal Defendant in which the case was brought no longer exists.
23 Softbank acquired Sprint Nextel. Weiser et.al lied, misleading the court, interchanging
24 names of the former Kansas Corporation Sprint Nextel with Sprint the Delaware
25 Corporation. They failed to file a change of party notice in an attempt to confuse the
26 Court and avoid challenges of standing, and subject matter jurisdiction. They used an
27 **unfit plaintiff** who had little or no involvement in the case. On March 6, 2017, I called
28 Monica Ross-Williams, whereby it became painfully clear that she was wholly

1 uninformed. She was not aware of Judge Vano's scathing orders, or that an appeal was
2 filed on her behalf. (See *Exhibit D, Order from Judge Vano*) She was unaware that
3 Weiser et.al. committed perjury and admitted to billing fraud. Mr. Weiser failed to
4 provide his "client" with copies of letters sent to Judge Vano, and Appellate Clerk
5 Douglas Shima, admitting to fraud upon the Court. (See *Exhibit E, Weiser letters*)
6 During the call, she continually referred to herself as the Defendant, until I informed
7 her that she was in fact the Plaintiff. Ross-Williams appeared to have not spoken with
8 her Counsel for years and was devoid of any relevant facts of "her" case. See *Exhibit*
9 *G, (Declaration of Michael Hartleib)*.

10
11 Your Honor, that 15-minute affable call with Monica Ross-Williams incensed
12 Weiser and Robbins Arroyo et.al. as they immediately served me with a *Cease and*
13 *Desist* Letter, fearing I had obtained information to prove Ross-Williams was a shill
14 Plaintiff who had little or no involvement in the case. I replied by informing them that I
15 would neither cease nor desist as the truth is an absolute defense. I informed them that
16 they and their co-conspirators were the ones that needed to *Cease and Desist*. Although
17 I had no need or intention to contact Ross-Williams again, informing the Appellate
18 Court of same, Weiser et.al. was able to compel the Appellate Court under false
19 pretenses to grant a protective order using the do not contact rule, Rule 4.2. I remain
20 confused as to how a Rule addressing the Professional Conduct of attorneys applies to
21 a layperson such as myself. It is my understanding that rule 4.2 is to prevent the
22 sophistication and skill of Counsel from gaining unfair advantage over one less legally
23 savvy when represented. My scenario appears to be in violation of First Amendment,
24 wherefore it does not comport to the rule and is inapposite given the fact that I am not
25 an attorney and have no legal background. Equally confusing is how the Appellate
26 Court commends me for saving Sprint millions of dollars, exposing a conspiracy upon
27 the Court, but then forces me to communicate with Ross-Williams corrupt attorneys
28 the conspirators.

1
2 Judge Davis, this is of importance for multiple reasons, first Weiser and
3 Robbins Arroyo et.al. will likely use this in an attempt to attack my credibility and
4 convince this Court that I did something indecorous by making the single phone call to
5 Class representative Ross-Williams in the first instance. Weiser et.al. used this very
6 tactic in their failed opposition to a substantially similar Amicus Brief filed in the
7 Equifax data breach case in the Northern District of Georgia. The Weiser Firm, as well
8 as the firm of Johnson Fistel, (both seeking lead positions with this Court) were
9 appointed co-lead Counsel in the Equifax Derivative case, but other firms protested,
10 compelling a hearing to reconsider lead. After hearing from several firms and
11 testimony from Robert Weiser and myself, the Judge removed both firms from lead
12 position the following morning. Secondly and most importantly, I have commenced
13 litigation against Weiser et.al. and representative Plaintiff Ross-Williams for the
14 foregoing unconscionable acts that have transpired in the Kansas litigation. Weiser
15 et.al. has turned the case over to his insurer. *See Exhibit, H (Hartleib v. Wesier et.al.)*
16 This is the second active case that has arisen as a consequence of the chicanery in the
17 Ross-Williams action. Your Honor, I have read the Declarations in support of
18 appointment for lead in this case from the aforementioned firms professing their legal
19 skill, qualifications and alleged successes in prior cases, but I did not see any mention
20 of the Ross-Williams case, or other cases in which they have been admonished by the
21 Courts. Given Weiser's et.al. legal issues, it appears he is now forced to initiate a new
22 strategy, one of hiding behind another firm Bragar Eagel and Squire seeking lead in
23 this case in an effort to manage cases behind the scene. Greed appears to be powerful
24 motivator. While doing research I came upon an article that list the wealthiest
25 attorney's in the country, shockingly several of the top ten have been in prison.
26 William Lerach is number four on the list, with a net worth of nearly one billion
27 dollars. Your Honor, there is something wrong with a system that allows corrupt firms
28 to continue to violate the public trust year after year to unjustly enrich themselves.

1
2 Judge Davis, the actions by these so-called officers of the Court is truly
3 unconscionable. Robbins Arroyo and Weiser et.al. submitted over 18-thousand hours
4 in fraudulent billing, seeking 4.5 million dollars in fees, 1.6 million of which submitted
5 by a criminal and disbarred attorney using his son's name, Alexander as an alias. Mr.
6 Jeffrey Mark Silow has worked for the Weiser and Robbins Arroyo et.al. Firms for
7 over 10 years, billing likely more than 100 million dollars in illicit fees, in a multitude
8 of cases across the country. Jeffrey Mark Silow was convicted and disbarred in 1989
9 for insurance fraud, mail fraud, and forgery. Your basic Racketeer. Mr. Silow was
10 caught after forging a will, making himself the beneficiary of a million dollar estate,
11 stealing the inheritance from the rightful heirs. *See Exhibit I, (WSJ article)*

12
13 After providing information to the Class Action Fairness Center, Ted Frank
14 confronted the Weiser firm about Mr. Silow's status. With a proverbial gun to his
15 head, Mr. Weiser attempts to exonerate his firm by claiming to be a victim of Mr.
16 Silow's felonious acts. In letters to the Court, Mr. Weiser states that he was unaware
17 of Silow's disbarred status and criminal past. Weiser claims that he had no idea that
18 Alexander was not Silow's real name. Clearly, this strategy was not well thought out.
19 Attached to the letters was a copy Mr. Silow's resume from Abelson Legal Services,
20 proving Mr. Silow was presented as Jeffrey Mark, not Alexander at the time of hire. In
21 addition, the Firm Resume lists Mr. Silow as a licensed attorney to practice in
22 Pennsylvania and the District of Columbia proving Weiser et.al. committed perjury as
23 Mr. Silow was not licensed to practice in Pennsylvania when Weiser et.al. hired him.
24 Something Justice Burns pointed out during oral argument at the appellate hearing. In
25 the Syllabus from the Kansas Appellate Court, Judge Burn's states; *In a disturbing*
26 *development, Robert B. Weiser sent a letter to the district court— as well as a similar*
27 *letter to the Clerk of the Kansas Appellate Courts—on February 3, 2017. In his letter*
28 *to the district court, Weiser stated that he had "learned that a person who had held*

1 himself out . . . as Alexander J. Silow ('Silow') was in actuality named Jeffrey M.
2 Silow, and more importantly, that Mr. Silow is not a licensed Pennsylvania attorney in
3 good standing, having been disbarred in Pennsylvania in 1987." Weiser indicated that
4 Silow had been "of counsel" with the Weiser Law Firm for "the past decade" after
5 being recommended to the law firm by a recruiting agency in 2008.

6 Interestingly, although the résumé of the Weiser Law Firm—which is part of the
7 record on appeal—listed "Alexander Jeffrey Silow" as being "admitted to practice in
8 Pennsylvania and the District of Columbia," Silow's résumé—which was attached to
9 Weiser's letter—listed his name as "Jeffrey Silow" and did not state that he was a
10 member of the Pennsylvania bar. Instead, Silow's résumé only listed the District of
11 Columbia under the heading "Bar Admissions." In a footnote to his letters, Weiser
12 stated that "it appears as though Mr. Silow has also been suspended from the practice
13 of law by the District of Columbia." We note that the District of Columbia
14 subsequently disbarred Silow from the practice of law on December 21, 2017. In re
15 Jeffrey M. Silow, 175 A.3d 88 (D.C. 2017). See (Syllabus) Judge Davis, Alexander
16 Silow is a former Deputy District Attorney of West Chester County PA. and on
17 information and belief knew of his father's criminal activities and is likely complicit.
18 Mr. Jeffrey Mark Silow has seemingly gotten off lightly for his crimes, whereby
19 pleading guilty to three misdemeanors, in record time.

20
21 Your Honor, in open Court, and through pleadings, Weiser and Robbins Arroyo
22 et.al. makes more false statements, by claiming Mr. Silow was a securities expert, who
23 bills at \$350 dollars per hour. Mr. Stecker has made all appearances on behalf of the
24 Weiser firm; he has repeatedly perjured himself, found himself unable to answer the
25 most rudimentary of questions regarding his case. Frankly Your Honor, his
26 appearances were an utter embarrassment to the Plaintiff's Bar. During a six-hour
27 settlement hearing, Judge Vano expressed skepticism over the eighteen thousand hours
28 billed in the stayed case. He warned Weiser et.al. to take a careful look at their fee

1 request. Instead of heeding Judge Vano's advice, **plaintiff's counsel doubles down**,
2 filing perjurious declarations. In Mr. Silow's declaration he admonishes Judge Vano,
3 stating "*how dare you question my hours, I have worked each and every one of these*
4 *hours, and have been an officer of the Court in good standing for over forty years,*
5 *without so-much as a disciplinary action.*" See Exhibit J, (Silow Declaration) This,
6 while knowing his status as a criminal and disbarred attorney.

7
8 Weiser and Robbin Arroyo et.al. would stop at nothing to protect their criminal
9 enterprise, I was subjected to repeated character attacks as I exposed their duplicitous
10 acts and conspiracies against the Court. Fortunately, the Honorable James Vano was
11 not convinced by Weiser and Robbins Arroyo et.al. and their self-serving arguments,
12 or desperate attempts proffering support for their fees. Judge Vano ordered Weiser and
13 Robbins Arroyo et.al. to submit their time-logs for an in-camera review. After six
14 months of careful deliberation, Judge Vano issued the first of two scathing orders,
15 wherein he excoriates Weiser and Robbins Arroyo et.al, finding that the time-logs
16 submitted were not credible, **henceforth they were fraudulent!** Although Judge Vano
17 narrowly approved the settlement, he slashed the 4.5-million-dollar fee request by
18 **ninety percent**, awarding a total of 450 thousand dollars in fees, and expenses. This
19 was prior to the Court's knowledge of Silow's criminal past and disbarred status.

20
21 Your Honor, it is unconscionable to think that after Judge Vano's highly critical
22 orders, that Weiser and Robbins Arroyo et.al. would not except the ruling, and quit
23 while ahead, clearly dodging a bullet. Instead, with hubris and utter contempt for the
24 Court, they have the temerity to ask Judge Vano for what is **tantamount to a do-over**,
25 in the form of two motions to Alter or Amend. See Exhibit F, (Objector Hartleib's
26 *opposition to Motions to Amend*)

1 Judge Davis, former US attorney George Aguilar and partner of Robbins
2 Arroyo, *(also seeking lead in this case)* introduced new evidence purporting to be a
3 report from their Relativity software program in an attempt to affirm the fraudulent
4 hours billed by now known racketeer Silow. Attached to the second Motion to Alter or
5 Amend was Mr. Aguilar's sworn Declaration, which states that Robbins Arroyo was
6 wholly responsible for the oversight of all document review in the consolidated action.
7 Mr. Aguilar continues by declaring that Robbins Arroyo was responsible for the
8 management and coordination of said review, which was allegedly performed on his
9 Firms software system Relativity. In his prior Declaration dated June 23, 2016, Mr.
10 Aguilar declares that Robbins Arroyo reached an agreement with Defense Counsel to
11 manage the case, therefore Robbins Arroyo was acting as lead behind the scene,
12 making his Firm fully complicit in the fraud committed upon the Court. *See Exhibit K,*
13 *(Declarations form George Aguilar)*
14

15 The Motion seeks to compel Judge Vano to remove all of the damaging
16 statements of fact, on the basis that it would "hurt" their reputations. They informed
17 Judge Vano that with a few strokes of his pen he could fix everything, saving them
18 untold amounts of money, and countless hours of time trying to defend their
19 contemptuous actions in the case. Rightfully, they were concerned that the damaging
20 orders would prejudice their firm in other cases. They expressed concern, that the
21 orders would be used to inform other Courts of their Self-Dealing, Unclean Hands and
22 Shameful Violations of Public Trust. Wherefore, they confirm and acknowledge the
23 gravity and consequence of their subterfuge. The Motion led to the second scathing
24 order by Judge Vano, wherein he is unconvinced by their absurd requests, and
25 reaffirms his opinion in the strongest of terms. Judge Vano states that it was not
26 proper for Mr. Aguilar to submit new evidence after the Courts ruling, nonetheless, he
27 was not persuaded stating; *"Plaintiff's counsel should have expected strong criticism*
28 *of Mr. Silow's billing records had [they] bothered to examine the purported time [he]*

1 submitted as spent on document review. . . . "A cursory glance at Mr. Silow's billing
2 records appropriately casts a shadow of doubt over the veracity of the billing records
3 in their entirety. [The] affidavits documenting Mr. Silow's time spent on [document
4 review] are wholly unpersuasive. They do support that it takes merely a keystroke of
5 activity once every hour to keep [the computer program] from timing out or logging
6 off a session. (See Syllabus from the Kansas Court of Appeals)

7
8 Unbelievably, blinded by greed, Weiser and Robbins Arroyo et.al. informs
9 Judge Vano of their intent to appeal the fee reduction. Despite being admonished by
10 Judge Vano, and caught committing perjury and billing fraud, Weiser and Robbins
11 Arroyo et.al. were unrelenting in their zealous quest for reinstatement of the four
12 million dollars in unwarranted fees. Truly reprehensible! During the settlement
13 hearing, Mr. Stecker repeatedly informed Judge Vano that the settlement was obtained
14 through "hard fought litigation". Mr. Stecker apparently considers the filing of a
15 **piggyback derivative suit** with valid claims, jettisoning said claims, staying the case
16 for years so that enough time passes to allow one to bill thousands of fraudulent hours,
17 and millions of dollars, "Hard Fought Litigation". Pretending to review millions of
18 documents from a Class Action, led by sister firm Robbins Geller, that facilitates no
19 additional discovery, not a single document request, or deposition over a seven year
20 period is certainly not tantamount to "hard fought" by my standards. Your Honor,
21 from what I have witnessed, it appears Robbins Arroyo and Weiser et.al. follows a
22 different set of standards, one that continually sets the bar at new lows. This
23 perspective coming from a layperson with no legal background. The only thing hard
24 fought in this case, was the Weiser and Robbins Arroyo et.al. Firm's desperate attempt
25 to obfuscate their criminal acts to protect their criminal enterprise and unjustly enrich
26 themselves by four million five hundred thousand dollars, on the backs of those they
27 falsely purport to represent.
28

1 Your Honor an appeal was filed wherein I ask the Court to remand and rescind
2 the case with directives for punitive sanctions, and a disgorgement order forcing the
3 return of the four hundred fifty-thousand-dollar fee award. I argued that, Monica
4 Ross-Williams, by way of her Counsel had unclean hands and therefore not entitled to
5 equitable relief from the Court. Although initially set for summary calendar, I was
6 able to compel the Appellate Court to grant oral argument. I attended the hearing on 2-
7 13-18, although Robert Weiser was admitted *pro hac vice*, he failed to attend the
8 hearing. The Weiser firm has retained counsel from an ethics and professional liability
9 firm, likely at the request of their insurer. One could surmise that his failure to appear
10 was on the advice of counsel. Chief Justice, Karen Arnold Burger informed those in
11 attendance that the Court found this case very interesting and would not be as strict
12 with enforcement of its time limits. Wherefore, the Court granted all in attendance
13 more than double the docketed time. George Aguilar appeared on behalf of Robbins
14 Arroyo but never addressed the Court. In fact, I do not believe he was admitted *pro*
15 *hac vice* for the appellate hearing. Mr. Stecker appeared on behalf of Weiser et.al,
16 where he informed the Court that he had nothing to say, and that the firm stands on its
17 pleadings. The Court was quick to respond, making it clear that they had questions for
18 him regarding the criminal acts of Weiser et.al. Mr. Stecker faced a litany of cross-
19 examining questions from the Appellate Court Justices, whereas he was unable to
20 provide cogent answers to most. Despite Mr. Stecker's attempts to convince the Court
21 that Weiser et.al. was an unwitting victim of Mr. Silow, the Court appeared less than
22 convinced. Mr. Stecker informed the Court that the Pennsylvania Bar was about to
23 wrap up their investigation into the Weiser firm regarding the Sprint Nextel case, and
24 find no need for disciplinary action, at which time, Justice David E. Burns stated,
25 **"good to know counselor, this Court will be certain that the Pennsylvania Bar**
26 **gets a copy of its forthcoming order"**. During my fifteen-minute rebuttal, Chief
27 Justice Karen Arnold Burger stated, we concur that fraud was committed in this case
28 with regard to the billing. On April 27, 2018 the Appellate Court issued its 50 page

1 published Opinion, unfortunately my standing argument failed, and I was unsuccessful
2 in my attempt to disgorge the ill-gotten 450 thousand dollar fee award. The Court was
3 nonetheless highly critical of the Weiser and Robbins Arroyo firms as reflected in the
4 Syllabus from the Court, which states; *Weiser evidently continues to believe that Silow*
5 *actually performed the work reported in the billing records submitted to the district*
6 *court. Nevertheless, Weiser recognized in his letter "that Mr. Silow had been held out*
7 *as an active attorney, and that Mr. Silow's declaration, signed under penalty of*
8 *perjury, states, inter alia, that he is a licensed attorney in good standing that had*
9 *never been the subject of any disciplinary action."* Hence, *Weiser acknowledges that*
10 *Silow's "declaration is therefore false in material respects," and as a result, the*
11 *Weiser Law Firm—which served as the lead counsel in this derivative action—"will*
12 *not be participating in any recovery that may result from the pending Cross-Appeal."*
13 *Although we will yield to the disciplinary authorities in the Commonwealth of*
14 *Pennsylvania—or elsewhere—to sort out what the attorneys representing the plaintiffs*
15 *in these derivative actions knew or should have known about the status of Jeffrey*
16 *Silow's license to practice law, we find the information provided by Weiser to be very*
17 *troubling. As indicated above, the hours billed by Silow constituted a substantial*
18 *amount of the total hours allegedly worked by counsel for the plaintiffs in these*
19 *derivative actions. Thus, we agree with Weiser that his law firm should not receive*
20 *any of the attorney fees and expenses awarded in this case. (See Syllabus from Kansas*
21 *Court of Appeals).*

22
23 Judge Davis, another deeply troubling concern involving these firms is the nexus
24 between former Federal Judge Layn Phillips and the Robbins Gellar, Robbins Arroyo
25 and Weiser Firms. By all accounts, Judge Phillips has been held in high esteem, but
26 some now argue his once stellar reputation has been sullied by the duplicitous acts of
27 Weiser and Robbins Arroyo et.al. In an attempt to proffer support for their fraudulent
28 4.5 million dollar fee request, Weiser et.al. attached a Declaration signed by former

1 Judge Phillips in support of the motion for final approval of the settlement. In his
2 Declaration, he reviewed his role as mediator in the derivative actions and stated that
3 *"the settlement was carefully reached through hard fought, arm's-length negotiations*
4 *conducted by skilled counsel in good faith."* He also noted that the attorneys involved
5 *in the mediation process were from 15 respected law firms and were experienced in*
6 *handling complex litigation. Moreover, former Judge Phillips rendered the opinion*
7 *that he believed an award of \$4,250,000 in attorney fees and expenses in this case*
8 *would be fair, just, and reasonable. (See Syllabus from Appellate Court)* Given the
9 fraud that has transpired in the Ross-Williams case, and the fact the Judge Phillips
10 affirmed the fraudulent fees, the bad acts of these firms has damaged the reputation of
11 the former Federal Judge. Equally troublesome is the fact that Judge Phillips appears
12 to be the "go to" mediator in many of the cases for the aforementioned Firms. Some
13 believe that it is a conflict of interest for any mediator overseeing the case in question
14 to get involved in affirming fees on behalf of Plaintiff Counsel, whether just or unjust.
15 Making matters worse, after Judge Vano issued his scathing orders, I had reached out
16 to the office of Judge Phillips on several occasions seeking a call or meeting to discuss
17 what transpired in the Ross-Williams case in hopes of getting a retraction. After Mr.
18 Silow was exposed as a criminal, I was certain Judge Phillip's would want to file an
19 amended Declaration in the Ross-Williams case rescinding his prior support for fees,
20 now known to be fraudulent, in an effort to protect his good name, but my requests
21 went unanswered. Thereby, raising the question, why would a former Federal Court
22 Judge allow his name to be associated with corrupt law firms and a conspiracy upon
23 the Kansas Court? Some have speculated that Judge Phillips failure to act and silence
24 surrounding the fraud in the Ross-Williams action provides the answer, albeit a
25 troubling one! I sincerely hope they are incorrect.

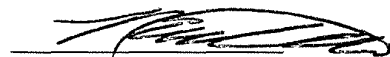
26
27 Honorable Davis, the aforementioned shows a prolonged course of conduct and
28 pattern of criminal activity of the highest order, by so-called officers of the Court. It is

1 Arroyo, Weiser or their surrogates. I am confident that this Court has qualified firms
2 that will properly represent the interest of CenturyLink, its shareholders and not
3 breach the fiduciary duties owed, for their unjust enrichment.
4

5
6
7 CONCLUSION
8

9 Your Honor, I respectfully seek leave of the Court allowing this Amicus Brief to be
10 filed on short notice and be placed in the record. I also would like to address the Court
11 at the forthcoming hearing for the appointment of lead Counsel on 3-6-19. I have
12 made last minute travel plans from California and stand ready to provide any
13 additional information the Court may seek on the record.
14

15
16
17 Respectfully,
18

19 

20 Michael Hartleib
21 20720 Alicia Parkway Suite, G
22 Laguna Niguel C.A. 92677
23 (646) 494-5901
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the above and forgoing the Amicus Curiae Brief and Exhibits A through K was served on the following parties by electronic mail on 03-05-19

THE WEISER LAW FIRM. P.C.

Robert E. Weiser
Brett D. Stecker
James M. Ficaro
22 Cassatt Ave., Suite 100
(610)-225-2677
rw@weiserlawfirm.com

MELISSA A. FORTUNATO

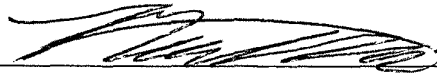
885 Third Avenue Suite 3040
New York, NY. 10022
(212) 308-5858

fortunato@bespc.com

ROBBINS ARROYO LLP.

George C. Aguilar
600 B Street Suite 1900
San Diego, C.A. 92101
(619)-525-3990
gaguilar@robbinsarroyo.com

SIGNED



MICHAEL HARTLEIB

27020 Alicia Parkway Suite G
Laguna Niguel C.A. 92677
646-494-5901

JOHN FISTEL LLP

Michael I Fistel JR
40 Powder Springs Street
Marietta GA.

(770) 200-3104
michaelf@johnsonfistel.com

GARETT BLANCHFIELD

Reinhardt, Wendorf & Blanchfield

(651) 287-2100

E1250 First National Bank Building

332 Minnesota Street Saint Paul MN.
Gblanchfield@rwblawfirm.com

EXHIBIT 27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

IN RE: CENTURLINK SALES)
PRACTICES AND SECURITIES) File No. 17-md-2795
LITIGATION) (MJD/KMM)
)
) Courtroom 13E
) Minneapolis, Minnesota
) Wednesday, March 6, 2019
) 9:38 a.m.
)

BEFORE THE HONORABLE MICHAEL J. DAVIS
UNITED STATES DISTRICT COURT SENIOR JUDGE

MOTIONS HEARING ON DOCKET NOS. 330, 332, 342

RENEE A. ROGGE, RMR-CRR
Official Court Reporter - United States District Court
1005 United States Courthouse
300 South Fourth Street
Minneapolis, Minnesota 55415
(612) 664-5107

Proceedings recorded by mechanical stenography;
transcript produced by computer.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

APPEARANCES:

For the Plaintiffs Sona
Andresian, Glen Walker
and Michael Barbree: PERRY & PERRY PLLP
SHAWN M. PERRY, ESQ.
1660 Highway 100 South, #335
Minneapolis, Minnesota 55416

GAINEY McKENNA & EGLESTON
THOMAS J. McKENNA, ESQ.
440 Park Avenue South
New York, New York 10016

For the Proposed Lead
or Co-Lead Counsel for
Shareholder Derivative
Plaintiffs: FEDERMAN & SHERWOOD
WILLIAM B. FEDERMAN, ESQ.
10205 North Pennsylvania
Oklahoma City, Oklahoma 73120

For the Plaintiff
Edward Tansey: REINHARDT WENDORF & BLANCHFIELD
GARRETT D. BLANCHFIELD, ESQ.
322 Minnesota Street, #W1050
St. Paul, Minnesota 55101

ROBBINS ARROYO LLP
GEORGE C. AGUILAR, ESQ.
5040 Shoreham Place
San Diego, California 92122

For the Plaintiff Tim
Ault: BRAGAR EAGEL & SQUIRE, PC
LAWRENCE P. EAGEL, ESQ.
885 Third Avenue, #3040
New York, New York 10022

LEVENTHAL PLLC
SETH LEVENTHAL, ESQ.
333 South Seventh Street, #1150
Minneapolis, Minnesota 55402

For the Defendant: WINTHROP & WEINSTINE PA
WILLIAM A. McNAB, ESQ.
225 South Sixth Street, #3500
Minneapolis, Minnesota 55402

COOLEY LLP
SARAH M. LIGHTDALE, ESQ.
1114 Avenue of the Americas
New York, New York 10036-7798

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

APPEARANCES (contd):

For the Defendant COOLEY LLP
(continued): PATRICK E. GIBBS, ESQ.
3175 Hanover Street
Palo Alto, California 94304

For the Amicus Curiae: MICHAEL HARTLEIB, PRO SE
20720 Alicia Parkway, Ste. G
Laguna Niguel, California 92677

* * *

P R O C E E D I N G S

IN OPEN COURT

* * *

THE COURT: Good morning. Please be seated.

Let's call this matter, these matters.

COURTROOM DEPUTY: In Re: CenturyLink Residential
Customer Billing Disputes Litigation, MDL No. 17-2795.

Counsel, please state your appearances for the
record.

MR. AGUILAR: Good morning, Your Honor. George
Aguilar from the law firm of Robbins Arroyo for plaintiff
Edward Tansey.

THE COURT: Good morning.

MR. BLANCHFIELD: Good morning, Your Honor.
Garrett Blanchfield from Reinhardt Wendorf & Blanchfield
also on behalf of plaintiff Edward Tansey.

THE COURT: Good morning.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 MR. EAGEL: Good morning, Your Honor. Lawrence
2 Eagel, Bragar Eagel & Squire, for plaintiff Tim Ault. With
3 me is Seth Leventhal for plaintiff Tim Ault.

4 THE COURT: Good morning.

5 MR. FEDERMAN: Good morning, Your Honor. William
6 B. Federman, Federman & Sherwood, on behalf of plaintiff
7 Inter-Marketing Group.

8 THE COURT: Good morning.

9 MR. PERRY: Good morning, Your Honor. Shawn
10 Perry. I am local counsel from Perry & Perry on behalf of
11 Gainey McKenna & Egleston. T.J. McKenna or Thomas J.
12 McKenna is to my right.

13 MR. MCKENNA: Good morning, Your Honor.

14 THE COURT: Good morning.

15 MR. MCNAB: Good morning, Judge Davis. Bill
16 McNab, Winthrop & Weinstine, on behalf of defendant
17 CenturyLink and the individual director defendants.

18 THE COURT: Good morning.

19 MR. GIBBS: Good morning, Your Honor. Patrick
20 Gibbs from Cooley also for defendants.

21 THE COURT: Good morning.

22 MS. LIGHTDALE: Good morning, Your Honor. Sarah
23 Lightdale from Cooley also for the defendants.

24 THE COURT: Good morning.

25 Would you call the other matter too?

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 COURTROOM DEPUTY: The Tansey?

2 THE COURT: Did they give you a number on it?

3 COURTROOM DEPUTY: Pardon me?

4 THE COURT: Did they give you a number on it?

5 (Off-record discussion between court and courtroom deputy.)

6 COURTROOM DEPUTY: Tansey versus Perry, et al.,
7 Civil Case No. 18-cv-2460.

8 THE COURT: All right. Counsel late yesterday
9 received a motion from Mr. Hartlieb. I don't believe he's
10 here. I think you all know him or some of you know him.

11 MR. BLANCHFIELD: I don't see him in the
12 courtroom.

13 THE COURT: All right. So we will just put that
14 till the end. So let's begin with our motions that are
15 before us.

16 Who wants to proceed?

17 MR. AGUILAR: I can go first, Your Honor.

18 THE COURT: Thank you.

19 MR. AGUILAR: Would you like me at the podium,
20 Your Honor?

21 THE COURT: Oh, most definitely.

22 MR. AGUILAR: Thank you, Your Honor. George
23 Aguilar, again, with Robbins Arroyo on behalf of plaintiff
24 Tansey. We've made an application to be appointed lead
25 counsel in the matter.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 Your Honor, we think the three most critical
2 factors in the court's discretion in appointing lead counsel
3 are to look at the experience and knowledge of the proposed
4 lead counsel and his firm, the record of success by that
5 firm and the resources that firm can bring to bear, and we
6 believe we compare favorably on all three points. Our firm
7 has been a derivative litigation focused firm for over ten
8 years. We bring a vast number of lawyers and experience --

9 THE COURT: You talk about the numbers of lawyers
10 that are in your firm, but I need to know who is going to be
11 running this.

12 MR. AGUILAR: Yes. I am going to be running this,
13 the litigation, as the lead litigation partner. Steve
14 Wedeking will be, an associate in the firm, and Ashley
15 Rifkin, also a partner at the firm, will also be assisting
16 in the litigation. And we will have other resources to bear
17 as they are required and especially with respect to the
18 discovery that may be propounded in the case.

19 THE COURT: All right.

20 MR. AGUILAR: Our record of success is focused on
21 the derivative litigation. As we lay out in our papers, the
22 success we have had in bringing necessary corporate reforms
23 where needed and to obtain financial recoveries on behalf of
24 the company and other shareholders are in the context of
25 derivative litigation.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 We do have a diversity practice within our firm.
2 Myself, a former criminal prosecutor, also active in the
3 antitrust practice, but primarily in the derivative space.
4 We have other lawyers active in the 10(b) space, class
5 action space. Ms. Rifkin has been focused on the derivative
6 angle for a number of years and as has Mr. Wedeking.

7 And then, lastly, Your Honor, I can address the
8 Hartlieb thing when it gets brought up, but we have never
9 been denied a lead counsel as a result of any of these types
10 of allegations that have been brought forward. In fact,
11 they have been brought by Mr. Hartlieb once before.

12 THE COURT: Well, let's not talk about that right
13 now. He's not here and --

14 MR. AGUILAR: Very well.

15 THE COURT: But I do need you to talk to me about
16 your plaintiff.

17 MR. AGUILAR: Yes. Mr. Tansey has been a
18 stockholder of the company since 2003. He is a minor
19 stockholder who owns 13 shares, but, nonetheless, a
20 long-term holder, selling as the market would require, and
21 he currently holds 13 shares of the corporation.

22 THE COURT: All right. Anything else you wish to
23 bring forth at this time?

24 MR. AGUILAR: Unless the court has some questions.

25 THE COURT: Not at this time. We will hear from

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 everyone and then we will go -- I may have another round.

2 Who is next?

3 Let me -- no. Come on back up.

4 MR. AGUILAR: Sure.

5 THE COURT: I need -- as you well know, I have
6 handled a number of MDLs, and one of the things that is very
7 important for me is coordination and cooperation, and you
8 didn't talk about that with the other firms that are
9 involved in this. So I need to know, Did you meet and
10 confer? What is your --

11 MR. AGUILAR: We did.

12 THE COURT: Have you had problems with -- in one
13 of the MDLs I had many, many years ago I didn't find out
14 that there were lawsuits between the lawyers in another MDL.
15 Everyone was quiet about it, because they wanted to get it
16 appointed. And then once they got it, I'd made my
17 appointment, then I found out that there was lawsuits
18 between two of the lawyers and that caused a lot of
19 problems, so --

20 MR. AGUILAR: No. We certainly don't have any of
21 those issues with any of the other firms.

22 We did have discussions with a member of the firm
23 that makes up the Bragar firm. There were discussions in
24 earnest to try to resolve a leadership or put together a
25 leadership structure. It was our view that what was being

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 proposed, that we were being asked to be a part of, was just
2 too large, too diffuse. It didn't really have a focus or a
3 sharpness that would allow the litigation to proceed
4 efficiently. I have had recent discussions with
5 Mr. Federman and again along the same lines.

6 I believe for a case like this in an MDL
7 proceeding, which is already going to be fairly coordinated
8 and consolidated and managed by the court, we just thought
9 it was important that the top of the leadership structure be
10 as efficient and focused as possible. So that's why we
11 proposed just a one-firm leadership structure at the top.

12 We do have experienced Minnesota counsel in
13 Reinhardt Wendorf in the representative litigation aspect.
14 But if we are appointed lead counsel, obviously, the first
15 thing we would do would be to consolidate the cases, put
16 together a consolidated complaint. We would encourage and
17 ask the other plaintiffs to join in the case, and they
18 would, the other firms, would have an opportunity to
19 participate in the litigation, if their client decides to
20 partake in the case. It would be -- you know, we are
21 dealing and up against very experienced and excellent
22 defense counsel, so there will be a need for significant
23 resources in this case, and we will be more than happy to
24 bring the other firms along. We just thought at the very
25 top and there should be a very sparse and focused structure

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 at the top, and that's what we propose.

2 THE COURT: Well, other than having a king at the
3 top or a queen at the top, what's your management structure?
4 What are you proposing?

5 MR. AGUILAR: No formal committee structure. It
6 would involve, again, based on the participation of the
7 plaintiffs, other plaintiffs in this case, a doling out of
8 work as it becomes available in the case, probably initially
9 not at the pleading stage. That will be work that will be
10 handled by our firm and the Reinhardt firm. But once we get
11 to discovery, if we are able to do that, there will be a
12 significant amount of work to be done in that arena, and we
13 would propose to have other counsel involved in that case,
14 to the extent that they are willing to or have the resources
15 at the time to do so. We just believe that the management
16 of the practice -- the management of the case should
17 generate and originate from the focused leadership.

18 THE COURT: What's your position dealing with the
19 other MDL that's involved here, the consumer side?

20 MR. AGUILAR: We would certainly -- those cases
21 are progressing. We would reach and make contact with lead
22 counsel on the plaintiffs' side for those actions. We would
23 be particularly interested in the 10(b) action that's
24 proceeding, the securities part of the MDL. There may be
25 some issues in common with this case that we'll certainly

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 work with the defense counsel and perhaps establishing an
2 efficient way to resolve those types of issues in
3 conjunction with what's already occurred in the securities
4 case and what's being proposed to occur in the securities
5 case.

6 THE COURT: Now, you've indicated that you have
7 been involved in a number -- that your firm is a derivative
8 lawsuit firm. Have you had other cases that you can cite to
9 me that you have dealt with the consumer side and it's
10 worked well and --

11 MR. AGUILAR: Yeah, not so much on the derivative
12 MDL side. I am currently part of an antitrust MDL as lead
13 counsel in one of the cases, antitrust cases that does have
14 a significant component with consumer -- with the consumer
15 cases, and we have been in very open and constant contact
16 with those lawyers. It's the Interchange MDL case and the
17 Credit Card antitrust action in the Eastern District of New
18 York.

19 We're currently serving as associate counsel in a
20 consumer class action involving pharmacies and their
21 payments of certain usual and customary prices with respect
22 to the pharmacy benefit managers, and we have been working
23 in close contact with the consumer lawyers in that
24 particular instance.

25 So I don't anticipate any issues at all with

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 respect to our ability to cooperate and coordination with
2 any of those cases, with any of the cases that are currently
3 making up the MDL, and that would involve certainly
4 discovery, where we do think there probably will be a
5 significant amount of overlap in terms of the documents and
6 the discovery that's produced and would proceed and want to
7 do it in the most efficient way possible.

8 THE COURT: All right. Thank you.

9 You have given me a list of cases where you were
10 either lead counsel or co-lead counsel, but you never
11 mentioned who the judges were.

12 No? None?

13 (Off-record discussion between court and clerk.)

14 THE COURT: You gave me the name of the cases, but
15 you didn't give me the name of the judges, which is --

16 MR. AGUILAR: Sure. In our pleading, Your Honor,
17 in our briefing, we did list -- I think it's a page and a
18 half and attached the transcripts of the judges who have
19 commented on our work, and that would include, for example,
20 District Court Judge Kinkeade in the Northern District of
21 Texas. And we certainly can match those judges up with the
22 cases we mentioned in the early part of the brief. So we do
23 have a listing of the judges who have proposed and stated on
24 the record complimentary things of the way we litigated the
25 case and the results that we have achieved. And I certainly

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 have no --

2 THE COURT: I am sure that's at the end of the
3 case when you, when it's --

4 MR. AGUILAR: Right, right.

5 THE COURT: I'm just teasing you.

6 MR. AGUILAR: Yeah. No, no, that's -- that's --

7 THE COURT: I have done that many times.

8 MR. AGUILAR: Right.

9 THE COURT: So, no, I've just -- time flies. I
10 have been -- soon I will be -- this is my 25th year as a
11 federal judge, and so I know a number of the judges and
12 especially on the MDL side. So I just wanted to make sure
13 that I got all the names; and so if I wanted to make a quick
14 call, I could do that.

15 MR. AGUILAR: Certainly, Your Honor.

16 And to the extent that the cases that we cite in
17 our brief and in our resume aren't reflected in the comments
18 made by the judges that are within our brief, I certainly
19 can provide a correspondence to your court listing those
20 judges.

21 THE COURT: Please. Make it easy for me.

22 MR. AGUILAR: I will do so.

23 THE COURT: I am senior status now.

24 MR. AGUILAR: I will do that.

25 THE COURT: I am just teasing you.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 MR. AGUILAR: All right.

2 THE COURT: All right. Anything else you --

3 MR. AGUILAR: Not unless the court has additional
4 questions. Thank you.

5 THE COURT: All right. We may have a second
6 round, so --

7 All right. Who is next? Good morning.

8 MR. EAGEL: Good morning, Your Honor.

9 I've prepared a little graph I thought would maybe
10 be helpful to the court. Can I approach and just hand --

11 THE COURT: Please. Have you given it to all
12 counsel? I need one for my law clerk too. Okay. Good.

13 MR. EAGEL: Good morning, Your Honor.

14 THE COURT: Good morning.

15 MR. EAGEL: May it please the court. Lawrence
16 Eagel, Bragar Eagel & Squire. We are here this morning
17 seeking the appointment of our client Tim Ault as lead
18 plaintiff and our firm as lead counsel.

19 First, with respect to the appointment of our
20 client as lead plaintiff, Tim Ault has been a long-time
21 shareholder of CenturyLink. He's owned shares since 1999.
22 We have disclosed he has 235 shares. He's submitted an
23 affidavit saying that he's committed to prosecuting the
24 action and supervising counsel or at least being a part of
25 the process. So I think he's -- he is probably the most

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 qualified plaintiff of all of the plaintiffs, and I will
2 describe why in a few minutes.

3 THE COURT: What's his background? Why would he
4 want to take on that?

5 MR. EAGEL: I believe he's an -- he's an
6 investment advisor, I mean, a skilled investor. I'm not
7 sure he's an investment advisor. And I don't have more
8 information for you. I wish I did, but I don't have more
9 information. I have -- others in my office have been more
10 in touch with him. And I apologize that I don't have more
11 information, but what I understand is he's an experienced
12 investor and I understand he's interested in the case and
13 willing to participate in the case and wants to participate
14 in the case.

15 So let me speak a little bit about the reasons why
16 our firm should be appointed lead counsel in this case.

17 Well, first, I would say, in terms of the lead
18 plaintiff as compared to Mr. Tansey, he has not submitted a
19 declaration saying that he will support his lead plaintiff
20 position. And as we point out with respect to IMG, which
21 is -- and there are a few reasons why we believe
22 Inter-Marketing Group is not a proper plaintiff, one of
23 which is that they're a corporation and as a result of being
24 a corporation I don't think they're a traditional, but they
25 refer to themselves as an institutional investor, but I

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 think in reality they're a corporate investor, and as a
2 corporate investor they have their own fiduciary obligations
3 to their shareholders, and, therefore, a possibility is they
4 will be required -- they might sell their shares; and if
5 they do sell their shares, they are, in fact, will lose
6 standing. I think that's something the court sort of is
7 familiar with. So I think that was one reason, and I will
8 speak in a few minutes about the additional reasons and that
9 is the vigor with which we've pursued the case.

10 I think with this what's important, I think, Your
11 Honor, is in terms of the standing of or how the cases have
12 been prosecuted, our firm has been proactive and --

13 THE COURT: Let's back up.

14 MR. EAGEL: Okay.

15 THE COURT: My first question, Who is going to
16 lead the charge here from your firm?

17 MR. EAGEL: I will, Your Honor. I will be the
18 lead. I will be the lead attorney from -- and we can talk a
19 little bit about the resources of our firm, but I will be
20 the lead attorney from our firm handling litigation. With
21 me will be -- and I have been practicing litigation for
22 35 years, law for 35 years, I guess litigation probably most
23 of that time. A few years before that I was a certified
24 public accountant. I have spent the last 10, 15 years
25 focused more on derivative-type litigation representing

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 shareholders in various types of derivative litigation.

2 We've -- and so that's been my experience.

3 I was involved in several of the cases that we
4 have identified for Your Honor. The *Activision Blizzard*
5 case was a case I was intimately involved with. It was our
6 client. We worked with other counsel and ultimately
7 succeeded in achieving a \$275 million recovery on behalf of
8 the company, in fact, got a fee award of \$72 million showing
9 that the court recognized the effort of counsel and the
10 unique effort of counsel. In another case -- I was also
11 involved in the *El Paso* trial case, a case tried before --
12 and in terms of the judges that were involved, the judges
13 that were involved in the *Activision Blizzard* case is a vice
14 chancellor -- Vice Chancellor Laster, Travis Laster from
15 Delaware. He's in the Court of Chancery in Delaware. Vice
16 Chancellor Laster also was the judge in the trial in the *El*
17 *Paso* litigation. The *El Paso* litigation was a derivative
18 case we tried through verdict and secured a verdict of -- in
19 that case a liability award of \$171 million following a
20 finding of bad faith on behalf of the directors. In fact,
21 subsequent, sort of, at the close of the trial, the trial
22 court -- the company merged, *El Paso* merged with the
23 subsidiary, and ultimately our client lost standing. There
24 were posttrial proceedings involving our standing, and
25 ultimately the case on appeal.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 THE COURT: Dismissed.

2 MR. EAGEL: Excuse me?

3 THE COURT: It was dismissed.

4 MR. EAGEL: Yes, on appeal. And that was as a
5 result of the loss of standing, having nothing to do with
6 the trial. And even in the Delaware Supreme Court decision
7 reversing the judgment that the vice chancellor had
8 instituted in the case, the Supreme Court said in this
9 difficult and troubling case we have to reverse because of
10 the loss of standing. But I think that's -- it's a lesson
11 we have learned in terms of what could happen if you don't
12 have control over the shares that you hold, because the same
13 result could happen if ultimately you sell the shares or the
14 shares are otherwise -- you are not in control of that,
15 whatever, for Inter-Marketing.

16 Another more recent case, Your Honor, is before,
17 also a derivative case, before Vice Chancellor Slight in
18 the Delaware Chancery Court in which we have -- we're
19 representing a shareholder in a suit on behalf of Enbridge
20 Energy Company. The suit was ultimately -- recently
21 Enbridge announced a merger, a roll-up of its subsidiary. I
22 have unique expertise in master limited partnership
23 litigation. And as a result of the roll-up, as a result of
24 the transaction, there were merger negotiations between
25 Enbridge Energy, Inc., Enbridge, Inc., and the master

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 limited partnership. We interjected ourselves into those
2 negotiations seeking to have the committee that was
3 appointed value the derivative claim. The committee that
4 was appointed valued the derivative claim at close to a
5 hundred million dollars, used that value in its negotiations
6 with Enbridge, Inc., and ultimately there was an increase in
7 the -- in the exchange ratio from about 3083 to about 3.33.
8 Ultimately, that case, as a result of the closing of the
9 merger, the case was dismissed to avoid a fee application by
10 our firms. We negotiated a fee of 14 and a half million
11 dollars with the defendants on the case.

12 So we have achieved, I think, success. We have
13 achieved success recently, and we've achieved success in
14 derivative cases.

15 In terms of -- I know I can -- I can continue. I
16 kind of -- in terms of the consumer cases, I know Your Honor
17 mentioned consumer cases. These cases have not
18 traditionally been consumer cases that I have just referred
19 to. We have been in consumer cases, but not within a
20 derivative context that I can recall. The derivative cases
21 ordinarily involved, sort of, the conduct of the board of
22 directors and their, sort of, obligations to monitor the
23 activities. I also --

24 THE COURT: The only reason I mention it is
25 because I have -- I have these two MDLs.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 MR. EAGEL: Yeah, understood.

2 THE COURT: And the --

3 MR. EAGEL: Understood.

4 THE COURT: -- same issues. And so I want to see
5 if you've had that type of experience.

6 MR. EAGEL: Well, our firm actually did represent
7 a class of -- this is actually a class of purchasers of
8 Camel Cash cigarettes. We ultimately entered into a
9 resolution, but this involved what were called C-Notes for
10 Camel Cash cigarettes. For years in California and
11 throughout the country there was -- there were these C-Notes
12 that were much like -- I don't know if you remember Plaid
13 Stamps back in the day. The C-Notes they would -- people
14 would buy packs of cigarettes, get C-Notes, be encouraged to
15 collect the C-Notes. Ultimately, R.J. Reynolds terminated
16 the program without notice, and we --

17 THE COURT: Do you really want to talk about that
18 and your attorney fees that were cut?

19 MR. EAGEL: No. I really just wanted to tell
20 you that -- I'm sorry. I wanted to just tell you that it
21 was one of the cases we had. It was a consumer case, and
22 the attorneys fees is -- it's more, sort of, just that we've
23 had some consumer experience. That's all. Yes, we have
24 succeeded in obtaining attorneys fees, but that really was
25 more so -- I was trying to really just touch on the consumer

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 experience.

2 I think in terms of Your Honor's questions
3 regarding our ability to interact with other counsel and as
4 well as counsel for the defendants and counsel in the other
5 cases, I think that we have had experience in all of those
6 areas.

7 I think, first, with respect to counsel in the
8 other securities cases, we have worked with counsel and
9 throughout the country in a number of different securities
10 cases. I do think there would be some overlap through
11 discovery. There might be depositions, since some of the
12 issues are related as it relates to the disclosure claims,
13 that while they touch on similar issues that might require
14 coordinated discovery, coordinated deposition, coordinated
15 document discovery.

16 I think in terms of -- excuse me -- in terms of
17 coordination -- and I guess I spoke a little bit about
18 myself. I didn't get to tell you anybody else who is going
19 to be on the case. I would be on the case, leading the
20 case. In addition, our firm would have David Stone. He's
21 been with us for about, I would say, close to eight or
22 nine years, and he would -- he's practicing law for about
23 25 years. He will also be involved. Melissa Fortunato has
24 been with us. She submitted the affidavits. She will work
25 for about -- she's been out about six years. She will be on

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 the case. I think we have Todd Henderson, who is also a
2 more junior lawyer. He will be on the case. I expect that
3 one of the things we're prepared to do is to devote the
4 resources that's necessary to prosecute the case.

5 We've also, as Your Honor knows, been supported in
6 leadership in this case by both the Johnson Fistel firm and
7 the Weiser firm. Okay. We are not seeking lead on their
8 behalf, but we are supported by them. And they have in
9 fact -- and part of --

10 I know Your Honor asked about, well, any
11 leadership, how would we envision leadership amongst the
12 group of attorneys here. We were not able to come to an
13 agreement amongst the attorneys here as to how -- a
14 leadership structure. Often that involves who is going to
15 lead the charge, often involves economics, and certainly is
16 something I think that we concluded that we felt we could.
17 We had -- we had the right theory. We had the right client.
18 We felt we were committed to pursuing the case. We were
19 supported by Johnson Fistel and have nothing negative to say
20 about the other attorneys here, frankly. It is not that the
21 attorneys here are bad attorneys. It's just we had to
22 just -- we think these cases are effectively managed when
23 run by lead counsel who is sort of taking charge, running
24 the show, and not necessarily splitting authority amongst
25 ten or, you know, five or six different firms. It just

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 happens. And that was what we were planning. We did feel
2 like we had support from the Johnson Fistel firm and the
3 other firm as well.

4 And I think that's really why we are here. We
5 just didn't reach an agreement. I know other counsel will
6 say they all reached out to try to come to some agreement.
7 I think we were prepared to try to come to some agreement,
8 but I think economics as well as just the desire to lead the
9 case and desire to be the one making the decisions was part
10 of what led us to where we are.

11 THE COURT: Okay.

12 MR. EAGEL: I think in terms of --

13 (Mr. Hartlieb entered the courtroom.)

14 THE COURT: Mr. Hartlieb?

15 MR. HARTLIEB: Here, Your Honor.

16 THE COURT: Welcome. We will get to you. I just
17 assumed that, that you were you. And so just have a seat.

18 MR. HARTLIEB: Thank you, Your Honor. Thank you.

19 THE COURT: And we will get to you in a little
20 bit.

21 I am sorry, counsel. Go ahead.

22 MR. EAGEL: So I did want to just talk a little
23 bit about why we think, in addition to Mr. Ault, our firm is
24 the proper, sort of, selection in this case. It's a
25 close -- it's a close question, and I am here trying to tell

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 you that I think we will do the best job. We will work hard
2 at it.

3 We filed -- as you can see from this little
4 schedule, one of the things it does say is we made a demand
5 in September 2017, the first demand made by anybody in the
6 case. We also have a long-time shareholder.

7 I think one of the things we have -- and I think
8 Your Honor may have asked a little bit about Mr. Tansey.
9 Again, he didn't submit an affidavit. And one of the things
10 that we did point out in our briefing was the fact that, in
11 fact, he filed --

12 THE COURT: District of Minnesota.

13 MR. EAGEL: Yeah, which is a district that doesn't
14 have personal jurisdiction over the defendant in this case
15 or, in fact, it's -- you know, you would have to ask -- ask
16 Tansey why they would file in the District of Minnesota,
17 other than we understand there was an MDL here, but you've
18 got to have jurisdiction, and I don't believe there's
19 jurisdiction under the *Bristol-Myers* case we cited and
20 discussed in our brief. We think that's an opportunity for
21 the defendants to raise another issue in support of their
22 motion to dismiss that shouldn't be before us.

23 We do expect much of the discovery to occur in
24 Louisiana. We have, you know, we will be --

25 THE COURT: It's warmer here.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 MR. EAGEL: Well, I don't know about that. I have
2 a feeling defendants may say differently, but I think that's
3 where a lot of the discovery will be.

4 Let me talk a little bit about the Inter-Marketing
5 Group. I mentioned the fact that they had -- they were a
6 corporation and that they were -- that there's a risk of
7 selling the shares. And I think -- I think Your Honor knows
8 that the Inter-Marketing Group originally moved to be lead
9 as in connection with their bondholder case. They pursued
10 that, and this was sort of the backstop, sort of, let's go
11 the second route. And as you can see from the chart here,
12 they didn't actually file the demand until 2018. And so
13 that's over a year after we made the demand to the special
14 litigation committee. And they didn't file their complaint
15 until December 26, 2018.

16 So while I think they are all fine lawyers, I
17 think we've showed through the way we have prosecuted the
18 case that we have prosecuted properly, you know, and that we
19 have the resources to lead the case.

20 THE COURT: Appreciate it.

21 MR. EAGEL: Thank you, Your Honor.

22 THE COURT: Thank you.

23 Good morning.

24 MR. FEDERMAN: Good morning, Your Honor. William
25 B. Federman, Federman & Sherwood, on behalf of the IMG

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 Group.

2 If I may, Your Honor, I'll address any questions
3 you have; otherwise, I would like to respond, if I might, to
4 some of the comments by other counsel.

5 The Bragar Law Firm I am not familiar with,
6 although I was told they played a role in one or two of my
7 other shareholder derivative cases. By reputation, they
8 seem like a good firm. The only problem, if there is one,
9 with the Bragar firm is I couldn't get a phone call returned
10 or an email responded to. I had to call Mike Fistel, one of
11 their supporting lawyers, twice, Your Honor, to have someone
12 from their law firm return my call. I don't know why that
13 is, but that's not a good way to present yourself, as you
14 know, if you are going to be a lead counsel.

15 In the briefing filed by the Bragar firm,
16 Document 343 at page 15 of 17, they note that they did not
17 reach out to me or my firm to try to work anything out here.
18 I did repeatedly try to get them to the table to talk about
19 a structure here. I finally got a phone call. I made a
20 proposal. They were going to get back to me, which they did
21 not do.

22 Mr. Aguilar and I have known each other for a long
23 time. We have had plenty of cases together, which, frankly,
24 surprises me in their pleadings, Your Honor, on
25 Document 358, page 6 and 7, they say that they are not

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 familiar with the results of any of our cases, which is odd.
2 It may have been the same associate who filed in the wrong
3 jurisdiction.

4 I was co-counsel with the Robbins firm in *Cell*
5 *Therapeutics* in the Western District of Washington, Your
6 Honor.

7 I worked closely in the *Dynavax* case, Alameda
8 County, California, where they filed in federal court, I
9 filed in state court. We worked closely. I presented the
10 settlement. We had an objector. The settlement was
11 sustained. They asked me to make the presentation.

12 In the case of *Hemispherx*, Eastern District of
13 Pennsylvania, we were co-counsel.

14 In the *Spectrum* lawsuit, Clark County, Nevada,
15 they filed in state court, I filed in federal court. They
16 asked me, Your Honor, to make an appearance on behalf of
17 their client in state court to present the settlement for
18 approval to the court.

19 And then there's the *SandRidge Energy* case,
20 Western District of Oklahoma, that Mr. Aguilar is very
21 familiar with. I was part of the leadership structure of
22 that case before Judge Lee R. West, one of the finest
23 federal trial judges on the bench, now senior status.
24 Mr. Aguilar filed in state court where he was stayed after
25 initial activity. He then pursued nothing other than his

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 fee application before the Western District of Oklahoma,
2 where he lost and the judge poured him out. He then took it
3 up on appeal to get his fee. And I spoke to him. I asked
4 him if he wanted me to intercede on his behalf. He said no.
5 And he wound up losing, getting no fee in the case, even
6 though he did provide services in the case.

7 So to come to the court and now say we don't know
8 anything about the Federman firm just smacks of lack of
9 candor. I would look forward to working with these counsel.

10 T.J. McKenna. Your Honor, his firm was part of
11 the *Spectrum* group of law firms. He and I are co-counsel in
12 the case. It's a small bar when you get into this practice
13 area.

14 Now, if you say, well, Mr. Federman, what
15 distinguishes you and your firm from these other lawsuits, I
16 would say, first and foremost, I will be the first person
17 standing for the plaintiffs at trial and I will be the last
18 to sit for the plaintiffs at trial. I will be working with
19 other lawyers within my firm, particularly Sara Collier, who
20 George knows very, very well. She has done nothing but --

21 THE COURT: Please, no first names. Please. No
22 first names.

23 MR. FEDERMAN: Ms. Collier.

24 THE COURT: No first names.

25 MR. FEDERMAN: Oh, I am sorry. Mr. Aguilar.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 THE COURT: Thanks.

2 MR. FEDERMAN: Excuse me.

3 Sara Collier from my firm has been practicing
4 shareholder derivative litigation exclusively for 13 years.
5 She's worked very, very closely with numerous attorneys at
6 the Robbins Arroyo Law Firm.

7 If you say, well, Mr. Federman, what concerns do
8 you have? Well, obviously, his client having 13 shares, and
9 I think I heard that right, is somewhat of a concern. And I
10 understand now why he sought for only lawyers to be
11 appointed and not a client, but that doesn't matter to me.
12 They're a good law firm. I would welcome them in part of a
13 structure. Having multiple partners billing to the case may
14 or may not be necessary. That's something that Mr. Aguilar
15 and I could discuss.

16 As far as the Bragar Law Firm goes --

17 THE COURT: Why don't you tell me, after I denied
18 a motion, it took you six months to file.

19 MR. FEDERMAN: Your Honor, there, frankly, was no
20 rush to file. They talk about the vigor in pursuing the
21 case, but in fact nothing has happened to this case other
22 than more facts have come out. A shareholder derivative
23 case is not like a class action. It's not the first to
24 file. Inter-Marketing Group, which they say did not pursue
25 with vigor, is in the exact same spot, except with a better

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 drafted complaint than the Bragar Law Firm, because we had
2 more facts on which to base the complaint. There was no
3 reason to file early other than to stand in front of the
4 court and say we filed first. I am sure if they file enough
5 derivative cases that they were filed third or fourth in
6 order. Robbins Arroyo has filed six, seven months after
7 other law firms in some of my cases, and I have welcomed
8 them into the structure. I spoke to Mr. Aguilar in the
9 hallway again, after having reached out to him earlier, and
10 said do you want to work something out here. And he said
11 no. So, you know, I will work with him.

12 Now, you asked about the differences. MDL
13 experience, Your Honor. I think in this group I am the only
14 one who has been lead counsel in multiple MDL consumer
15 cases. Judge Gwin in the Northern District of Ohio
16 appointed me over the *Sonic* data breach case as the sole
17 lead counsel with seven PSC members from around the country,
18 including New York counsel, Louisiana, South Carolina. It's
19 a good diverse group. And I'm lead in that case. The
20 *Samsung* washing case, Your Honor, is a massive case. We
21 have counsel from around the country on the PSC. Judge
22 DeGiusti in the Western District of Oklahoma. I am co-lead
23 counsel with a Lief Cabraser case.

24 I have reached out to the consumer part of this
25 case in the MDL because I think particularly the arbitration

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 issue is important to the derivative case, because if it's
2 forced into arbitration, we lose access to a great deal of
3 discovery. And I know Mr. Bragar discussed how they will
4 coordinate depositions and we could attend them, but if
5 there are no depositions, it becomes a bigger issue. So we
6 have reached out to those attorneys. We have reached out to
7 the class action counsel. I know Max Berger very well.

8 But, Your Honor, where it comes down is I'll work
9 with these other firms. We will efficiently handle this
10 case. If you say, well, what's the advantage of being in
11 the central part of the United States? Cost of doing
12 business, Your Honor. Our billing rates are very
13 competitive. I have got a specialist in Ms. Sara Collier,
14 who they have worked with. T.J. -- excuse me. Mr. McKenna
15 speaks with her periodically. We're co-counsel on a case
16 now. I think all these firms have had good results in
17 cases. I am not going to say otherwise.

18 Mr. Bragar's law firm has a client who literally
19 has less than a one percent investment position compared to
20 IMG in this case. There is no commitment by any other
21 plaintiff to hold stock throughout this proceeding. As
22 Mr. Bragar discussed with you, his client could lose
23 standing at any time. A 13 shareholder? A 13-share
24 shareholder could sell at any time. Mr. Bragar's client
25 with less than 300 shares could decide to sell at any time.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 IMG, who he criticizes for some perceived lack of standing,
2 where all he had to do was call me, just give me a call, I'm
3 available, and say, Bill, is there a -- or, Mr. Federman, is
4 there an investment policy for IMG that will cause this
5 company to sell? And I would have said no, there is none.
6 Instead, he makes a fanciful argument, which has no basis.
7 And as the court knows, for a trial attorney, candor,
8 accuracy and evidentiary value matters.

9 So here we stand, Your Honor, in front of you
10 ready to serve in a capacity of either lead counsel with a
11 three-member executive committee or I will be co-counsel and
12 gladly do that.

13 As far as resources, we have dropped from 18
14 attorneys at the Robbins Arroyo firm to some number of
15 multiple partners and an associate.

16 Your Honor, we just resolved the case in front of
17 Judge Consuelo Marshall in the Central District of
18 California, a very fine judge. It took five years to do it.
19 We had a trip to Pasadena to the Ninth Circuit. Sullivan &
20 Cromwell was on defense. And the case was resolved
21 favorably for the plaintiffs, a \$13 million recovery. Fees
22 were awarded at 28 percent, which is above the benchmark of
23 the Ninth Circuit, as you may be aware. We had an
24 institutional client there, who was a corporation. Every
25 institutional client, Your Honor, is either a trust or a

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 corporation. That's why they're an institutional client.
2 So if you would like to call a judge that knows my firm and
3 the quality of work we do, Judge Marshall would be a perfect
4 one. She approved the settlement last week.

5 That also frees up both resources, i.e., cash, as
6 well as attorney time. We are committed to this case.
7 Ms. Collier will be on this case nearly exclusively. This
8 is a big case. There are a lot of moving parts in it with
9 the investigation by the AG. It's a large board.

10 I would welcome the assistance of these other law
11 firms, if they want to continue to participate. I look
12 forward to working with the Bragar firm. I have no issue
13 other than admiration for Mr. McKenna, who has been my
14 co-counsel. He returns calls. He responds. He does his
15 work on time. It doesn't take that much to work
16 cooperatively. And we have shown we do that in other cases
17 in MDLs, and that's why we have been selected. I am not a
18 jack of all trades. We restrict our practice to certain
19 areas, and those areas are shareholder derivative cases,
20 securities class actions and consumer cases.

21 I have over the years practiced in other areas.
22 I'm right now co-counsel in a police shooting case out of
23 Bixby, Oklahoma, where a police officer lit up a 16-year-old
24 boy and killed him with eight shots, and I am assisting a
25 lawyer who came to me for financial backing and assistance

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 in complexity of his case. I am glad to help other
2 attorneys. And that's how I'd approach this case, Your
3 Honor.

4 THE COURT: Thank you.

5 MR. FEDERMAN: Do you have any questions?

6 THE COURT: Thank you.

7 MR. FEDERMAN: Thank you very much.

8 MR. MCKENNA: Good morning, Your Honor.

9 THE COURT: Good morning.

10 MR. MCKENNA: Thomas J. McKenna. I represent
11 three individuals who are stockholders of the company.
12 Thank you for having us here today.

13 These lead plaintiff contests always make me
14 nervous too because arguments are made that could only help
15 the defense.

16 I reached out to all the firms here -- I am
17 familiar with all the firms; I have worked with all the
18 firms -- to see if we could make a structure. We were not
19 successful. It doesn't mean it couldn't happen.

20 I have worked with Mr. Federman, as he's told you,
21 many times. And when I saw his papers that he represented
22 an institution, a corporation that holds 2,600 shares, that
23 the man has submitted a sworn statement that he will not
24 sell, because standing is a problem -- I have a case in
25 Chicago where my client promised me they were never going to

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 sell and had no intention of selling, then they sold. I had
2 to drop him out of the case. So I'm aware of those
3 problems, as well as probably happened to everyone. So that
4 impressed me, a sworn statement of a corporation they're
5 going to hold the shares. So I agreed to pull back and
6 support Mr. Federman in whatever way he needs.

7 My local counsel, Mr. Perry, has worked with me on
8 a number of cases in this district. We have been before
9 Judge Schiltz a few times. We have been before Judge
10 Ericksen. We have been before Judge Tunheim and Judge Doty.
11 He also is prepared to be liaison counsel, if Your Honor
12 thinks that's appropriate, and he will serve under
13 Mr. Federman as well.

14 So I would just say one other thing too, you know,
15 not -- no one has all the answers, and often the best
16 answers come from collaboration. I had a law professor who
17 gave us a take-home test. The class was divided in two.
18 The other kids took their test with their professor in
19 class. We got the take-home. They were up in arms. They
20 thought it was easy. It was the hardest test I ever took.
21 And we sat in my living room, like six of us, and we came up
22 with, you know, decent answers, but by ourselves we had no
23 chance on that test because it was just too deep. There
24 were too many levels. And I learned from my professor that
25 the best -- the best answers come from collaboration, and I

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 would like to see that happen here, judge.

2 THE COURT: All right. Thank you.

3 Anyone else?

4 MR. EAGEL: Your Honor, just one thing. I just
5 wanted to say, one, I'm Mr. Eagel. I know that --

6 THE COURT: I can't hear you. Come to the podium.

7 MR. EAGEL: Just, one, I really did just want to
8 say, one, I'm Mr. Eagel as opposed to Mr. Bragar. I think I
9 was referred to as Mr. Bragar a few times. I didn't want
10 there to be any misunderstanding from Mr. Federman.

11 And, two, I did want to make sure that the court
12 was aware it's not that we've never worked with anybody or
13 unwilling to work with other people. We couldn't reach an
14 agreement based on the parameters that were being discussed
15 at the time. We have worked with counsel many times. I
16 have -- don't have bad words to say about the people that
17 are here. They have all been good lawyers, and they have
18 spoken well. It's we have -- in terms of communications,
19 there were communications that were being made by other
20 attorneys to Mr. Federman. There were communications -- if
21 there was a breakdown, it could have been because of some
22 desire as to who was -- discussions with Robbins Arroyo. I
23 mean, the discussions that occurred, we just couldn't reach
24 an agreement, but there's no desire not to reach an
25 agreement or not to work with people. We have worked

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 consistently with other firms and would continue to do so.

2 I just wanted to make sure that was clear, Your Honor.

3 Thank you.

4 THE COURT: Thank you.

5 MR. AGUILAR: One last thing, Your Honor. I am
6 sorry. I just wanted to -- my co-counsel --

7 THE COURT: Well, you have to respond to -- I
8 think someone said some associate misfiled the case in
9 Minnesota.

10 MR. AGUILAR: That wasn't us.

11 THE COURT: Okay.

12 MR. AGUILAR: No, we did not misfile. We did file
13 in Minnesota. It wasn't misfiled.

14 THE COURT: Well, and you didn't -- maybe I didn't
15 say it right. Counsel said that -- he was taking a dig at
16 your firm.

17 MR. AGUILAR: Yeah.

18 THE COURT: It's that you don't know what you are
19 doing.

20 MR. AGUILAR: Right.

21 THE COURT: And that you had an associate file it
22 in Minnesota.

23 MR. AGUILAR: That's not the case.

24 THE COURT: And so you are going to have to
25 respond to that.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 MR. AGUILAR: Sure.

2 At the moment there is no finding with respect to
3 jurisdiction on any of the cases, personal, general,
4 specific. So that's not to say we couldn't establish
5 jurisdiction with the currently pending complaint. However,
6 in the end in an MDL we are going to consolidate the cases
7 and have plaintiffs who had filed in Louisiana, filed in
8 Minnesota, and so it becomes a moot case, because if you
9 don't have jurisdiction as alleged by one of the plaintiffs,
10 there's another plaintiff who had alleged previously
11 Louisiana jurisdiction and that might arise and provide the
12 jurisdiction in this case. So in an MDL that's not as
13 critical as you would -- as it would be in a stand-alone
14 litigation.

15 So I don't believe we've misfiled. I approved the
16 filing. It was here in Minnesota. It's entirely possible
17 we can establish Minnesota jurisdiction here, but it's also
18 possible in an MDL we would be able to establish
19 jurisdiction through the filing of the Louisiana cases. So
20 I think it's a lot less important in this context than it
21 may be otherwise.

22 And then, secondly, I just wanted to point out, as
23 my local counsel reminded me, we were involved as co-lead
24 counsel in the derivative case against Target in the data
25 breach cases. That had an MDL, that was an MDL, and had a

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 consumer case component, and Judge Magnuson presided. So if
2 you wanted to talk to him, that would be perfectly
3 appropriate.

4 And that's all I have.

5 THE COURT: Anyone else?

6 MR. MCKENNA: No, judge.

7 THE COURT: All right. Let's move on to the other
8 case, let's recall it, that was just dealing with
9 Mr. Hartlieb. Let's call that again.

10 COURTROOM DEPUTY: Tansey versus Perry, et al.,
11 Case No. 18-cv-2460.

12 THE COURT: Mr. Hartlieb, come forward.

13 MR. HARTLIEB: Thank you. Thank you, Your Honor.

14 THE COURT: Good morning.

15 MR. HARTLIEB: Good morning.

16 I would just like to say that I apologize to the
17 court for being late. I was up bright and early and ready
18 to go, had breakfast, went to put a suit on, had no dress
19 shirt, ran to Nordstrom Rack, pounded on the door, got them
20 to open five minutes early, got the dress shirt. And let's
21 just say one wrong turn in the skyway and you are in serious
22 trouble, especially a California guy.

23 THE COURT: So you were in St. Paul? No. I
24 understand. Don't worry about that.

25 MR. HARTLIEB: Thank you, Your Honor.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 Does Your Honor have any questions?

2 THE COURT: I travel quite a bit and --

3 MR. HARTLIEB: It was a rookie mistake.

4 THE COURT: No. It's amazing how many times I've
5 forgotten a tie.

6 MR. HARTLIEB: Thank you, Your Honor.

7 THE COURT: So I understand, yes.

8 MR. HARTLIEB: Does Your Honor have any questions
9 for me or -- okay.

10 THE COURT: No. Proceed with what you want.

11 MR. HARTLIEB: Okay. As Your Honor knows, in the
12 amicus brief I lay things out that shows a pattern, a course
13 of conduct over many years. I, as a shareholder, have had
14 to defend my interests against the likes of Robbins Arroyo
15 and more recently the Weiser Law Firm.

16 I am now in litigation with the Weiser Law Firm
17 because of the chicanery that transpired in the Kansas
18 court. That case went all the way up to the Kansas Supreme
19 Court. We had oral arguments at the Kansas Supreme Court.
20 They were admonished, although there is no transcript of
21 that hearing, which I am very dismayed over.

22 And, also, I think that the Robbins firm and I
23 believe, you know, Weiser as well, but especially the
24 Robbins firm, given the long history I have had having to
25 defend my interests against those cases that were

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 lawyer-driven, plaintiffs that had no shares, no standing
2 whatsoever, representing -- I had 8, \$900,000 in losses in
3 Sirius. So the way I have gotten involved in this is I see
4 someone that falsely purports to represent the shareholders'
5 interests or the corporation, the shareholders derivatively,
6 and then I see no meaningful relief or nearly illusory
7 relief and a tremendous amount in attorneys fees. And in
8 the Kansas case, I mean, I was subjected, I was -- my
9 character -- I mean, I ended up having to defend my
10 character, and I wasn't the one that did anything wrong.
11 You know, I mean, it's unbelievable the attacks that I took,
12 so -- but it does nothing to dissuade me. It just
13 galvanizes my convictions and strengthens my resolve.

14 I have been on a quest to expose this
15 lawyer-driven litigation and the strong-arm tactics of firms
16 like Robbins Arroyo. And I'll tell you, I think the reason
17 that they get away with it is because of who, you know, the
18 Robbins Geller firm is. I mean, they are a very prominent
19 firm. And I know many, many attorneys that are very unhappy
20 with what goes on at Robbins Arroyo, but they are afraid to
21 cross them. So I am the one that's out here. You know, I
22 am speaking my mind, because I have been a victim of them so
23 many times, and I intend to continue.

24 And with regard to the amicus brief, I didn't have
25 a full service, the notice, you know, who to serve everyone.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 And I understand that it could be prejudicial because they
2 haven't had a chance to respond, but I welcome a response.
3 That said, if the firms would like to give me a list of
4 their forthcoming cases in which they are seeking leave, I
5 could be certain to notify everybody timely and I wouldn't
6 have to prepare, stay up all night, all weekend long, to try
7 to draft an amicus brief and get it to the court and then,
8 you know, fly in.

9 THE COURT: Okay. Anything else you wish to tell
10 me?

11 MR. HARTLIEB: I mean, basically, that's it in a
12 nutshell, Your Honor. I think that it's time that, you
13 know, the corruption that's rife throughout derivative
14 litigation needs to be cleaned up.

15 The other issue that I tread lightly on, but I
16 just don't understand why an esteemed federal court judge,
17 after fraud was committed in the case, he submitted a sworn
18 declaration affirming those fees. I don't understand how it
19 is that a mediator who is supposed to be, you know,
20 nonbiased -- I don't think it's proper for a mediator to
21 affirm fees, you know, whether just or unjust, in my
22 opinion, because it creates at least the illusion of a
23 conflict of interest.

24 And then it's -- I'm dismayed by the fact that
25 during the course of the Kansas case that, you know, Judge

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 Phillips did not send a declaration retracting his support
2 for the fees because they were found to be completely
3 fraudulent, 1.6 million of which by a convicted felon and
4 disbarred attorney. And, Your Honor, I know for a fact that
5 the Weiser firm knew who Mr. Silow was and that will come
6 out, you know, during the course of litigation. And I am
7 pretty certain that the Robbins Arroyo firm knew who he was
8 as well.

9 These firms, when these firms are up to no good,
10 when they are billing illusory hours -- you know, if I had
11 30 minutes with Your Honor in chambers, I could give Your
12 Honor a lot more information with regard to Cardinal Health,
13 an attorney by the name of Colton, things that have happened
14 at the Robbins Arroyo firm that are extremely troubling,
15 extremely troubling.

16 So I ask Your Honor to consider like the Kansas
17 court did. I understand I am pro se. I understand I don't
18 have a legal background. But the Kansas court took my
19 allegations, you know, sincerely and gave me the opportunity
20 to prove what I alleged early on, that there was fraud being
21 committed in that case.

22 THE COURT: Okay.

23 MR. HARTLIEB: Thank you, Your Honor.

24 THE COURT: Thank you.

25 MR. HARTLIEB: Thank you.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 THE COURT: Counsel, do you wish to be heard?

2 MR. AGUILAR: Yes, Your Honor.

3 Unfortunately, this is what Mr. Hartlieb does. He
4 has done this before. He filed the last-second pleading in
5 a case before the Delaware Chancery for which I had and my
6 firm had placed an application for lead counsel, again, last
7 second, last minute, all sorts of parade of horrors that
8 our firm supposedly committed. And at the time Chancellor
9 Strine, before his elevation to the Supreme Court, saw the
10 matter, heard the matter, he dismissed it and didn't take
11 into account any of the -- any of the allegations, any of
12 the pleadings. They were as fanciful as they are in this
13 instance, delusory in many instances and certainly
14 libelous and slanderous. And he went ahead and appointed us
15 and me as lead counsel. We obtained a \$68 million default
16 judgment in the case. We didn't apply for attorney fees and
17 won't until we are actually able to collect on the judgment.
18 But Mr. Hartlieb has no answer for the hundreds of cases
19 where we've successfully settled, where we have had
20 complimentary reviews by the judges involved.

21 The process by which these cases get resolved is
22 closely monitored by the court. There's a reason for that.
23 And in this particular instance, and specifically I am
24 talking about the *Sprint* instance, there was a settlement in
25 the case that the court approved as reasonable, fair and

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 adequate to the company and its shareholders and to the
2 plaintiffs. The settlement was approved. The court had a
3 problem with the fee application, even though the fee
4 application was negotiated with the direct intervention of
5 the mediator, Judge Phillips, and we had declarations from
6 corporate governance experts who also vouched for the value
7 of the reforms involved. Now, again, and it's perfectly
8 appropriate, the judge in Kansas determined, you know, that
9 wasn't good enough, and he has asserted his discretion and
10 judgment and determined that there shouldn't be an
11 application for the fees at anywhere near the amount that we
12 applied for. We appealed that, lost that. We didn't --
13 there was no argument in front of the Kansas Supreme Court.
14 So, you know, the system worked. The process worked. The
15 court reviewed it. Everyone presented their arguments, and
16 the court ruled.

17 In the instance of the disbarred lawyer,
18 unfortunately, the Weiser firm had retained and vetted
19 somebody who purported to be an attorney, was a prominent
20 doc reviewer in the case, and all he did was review
21 documents. We didn't vet him. We didn't employ him. He
22 wasn't part of our sphere of lawyers working on the case.
23 And, unfortunately, it turned out he had misrepresented his
24 status. He was criminally prosecuted. He was -- and had
25 served a sentence for defrauding the court and defrauding

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 the public as a purported attorney. So, again, the process
2 worked.

3 And there's no, again, there's -- aside from the
4 matters that he brought before you in the pleading that he
5 lodged this morning, in which we received, again, late last
6 night by email, that doesn't account for the hundreds of
7 cases we have resolved successfully and had approved by the
8 court, through the court's own vigorous and careful scrutiny
9 over what had occurred in the case. And that's a record
10 that we stand on and is appropriately before Your Honor in
11 our application for lead counsel.

12 THE COURT: All right. I'll give you a week to
13 respond in writing. It will be the 13th of March.

14 MR. AGUILAR: Thank you.

15 THE COURT: By 12 noon.

16 All right. Anyone else wish to be heard on this
17 issue?

18 Mr. Hartlieb, do you want to have the last word
19 here?

20 MR. HARTLIEB: Thank you, Your Honor.

21 You know, I may be a lot of things. Delusional is
22 not one of them. That being said, the court should also
23 take into consideration that Mr. Aguilar would like to blame
24 the Weiser firm for what transpired, but the Robbins Arroyo
25 firm was the one -- all the fraud was committed in

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 fraudulent document review. Basically, the entire
2 \$4.5 million was for document review that was illusory. All
3 of this was under Robbins Arroyo's supervision. They were
4 running the case behind the scenes. They negotiated the
5 case management, you know, agreement, and they were
6 controlling all of the document review.

7 The other thing is, I ask the court to consider
8 this. The allegations that I make against these firms are
9 very serious allegations. He says that I am libeling him,
10 slandering him and defaming the firm. I have asked
11 Mr. Aguilar on numerous occasions if they would like to sue
12 me, I will waive service.

13 I am perfectly happy for you -- if you want to
14 commence an action, then I will get the discovery --

15 THE COURT: Speak to me.

16 MR. HARTLIEB: Then I will get the discovery that
17 I need to finally put an end to this, all of this, you know,
18 unjust enrichment, you know, literally bastardizing our
19 judicial process.

20 THE COURT: Okay.

21 MR. HARTLIEB: Thank you.

22 THE COURT: Thank you.

23 All right. Anyone else wish to speak on any
24 issues? If not, I will take this matter under advisement.

25 MR. AGUILAR: Thank you, Your Honor.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 MR. FEDERMAN: Thank you, Your Honor.

2 THE COURT: Thank you.

3 COURTROOM DEPUTY: All rise.

4 (Court adjourned at 10:42 a.m., 03-06-2019.)

5 * * *

6 I, Renee A. Rogge, certify that the foregoing is a
7 correct transcript from the record of proceedings in the
8 above-entitled matter.

9 Certified by: /s/Renee A. Rogge
10 Renee A. Rogge, RMR-CRR
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

EXHIBIT 28

Begin forwarded message:

From: "Michael Hartleib" <mjhartleib@gmail.com>
To: "Boren, Jill, DCA" <Jill.Boren@jocogov.org>
Cc: "MSK@HFMLEGAL.COM" <MSK@HFMLEGAL.COM>,
"PERRY.BRANDT@BRYANCAVE.COM" <PERRY.BRANDT@BRYANCAVE.COM>,
"MARK.MCGRORY@ERISEIP.COM" <MARK.MCGRORY@ERISEIP.COM>,
"DOCKETING@ERISEIP.COM" <DOCKETING@ERISEIP.COM>, "Chuck Schimmel"
<chuck@wrightschimmel.com>, "George C. Aguilar" <GAguilar@robbinsarroyo.com>, "Jay
Razzouk" <jrazzouk@robbinsarroyo.com>, "Robert Weiser" <rweiser@weiserlawfirm.com>,
"Brett Stecker" <bdstecker@weiserlawfirm.com>, "Alfred G. Yates jr." <yateslaw@aol.com>,
"Robert Schubert" <rschubert@schubertlawfirm.com>, "Willem F. Jonckheer"
<wjonckheer@schubertlawfirm.com>, "James M. Ficaro" <jficaro@weiserlawfirm.com>,
"tom@dollar-law.com" <tom@dollar-law.com>, "Dustin Schubert"
<dschubert@schubertlawfirm.com>, "Brian J. Robbins" <BRobbins@robbinsarroyo.com>
Subject: FW: Emailing: Amicus Curiae Centurylink

Dear Ms. Boren, I hope this email finds you well. I thought that the Honorable Vano would be interested to know that my quest to expose lawyer driven litigation and corruption rife throughout the Plaintiffs Bar continues. Attached is an Amicus Brief filed in Minnesota, and transcript of the hearing before the Honorable Michael J. Davis. In addition, I have initiated legal action against Weiser and representative plaintiff Ross-Williams as outlined in the attached complaint.

I am a shareholder in Centurylink, and once again forced to defend my interest against these firms. Weiser is hiding behind a New York firm in an attempt to manage cases behind the scene, and Robbins Arroyo seeks lead with a plaintiff holding 13 shares of a fourteen dollar stock. Clearly this case would become yet another that is entirely lawyer driven. Wherefore, no party would seek Counsel for redress with less than \$300 dollars in damages. Once again, proving the case would be entirely lawyer driven. To hear Mr. Aguilar describe what transpired in Kansas is clearly misleading the Minnesota Court. Maybe Judge Vano would be interested in setting the record straight before the Court appoints lead Counsel in the aforementioned case.

Interestingly, I received an anonymous letter last night which details an

elaborate scheme by Weiser et.al. to procure "Relators" in Qui Tam cases. It involves the use of several LLC shell corporations set up for the sole purpose of soliciting information under false pretenses to facilitate lawyer driven Qui Tam cases. This has resulted in the DOJ filing a motion to dismiss 11 active cases, filed by Weiser et.al. including ABBVIE. The level of sinister is truly unbelievable, some of which is outlined in the attached Motion to dismiss by the Feds!

Lastly, I would like to express my gratitude to Judge Vano, I am, and remain incredible grateful for allowing me to be heard, and finding my arguments compelling. I will continue my quest to expose and reform the corruption rife throughout Derivative litigation.

With the Utmost Respect,

Michael Hartleib (646) 494-5901

EXHIBIT 29

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 1 of 14

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

IN RE: CENTURYLINK SALES
PRACTICES AND SECURITIES
LITIGATION

MDL No. 17-2795 (MJD/KMM)

This Document Relates to
Civil File Nos. 18-2460, 18-2833,
18-2834, 18-2835, 19-263, 19-284

MEMORANDUM OF LAW & ORDER

Shawn M. Perry, Perry & Perry, PLLP, and Thomas J. McKenna and Gregory M. Egleston, Gainey McKenna & Egleston, Counsel for Plaintiffs Sona Andresian, Glen Walker, and Michael Barbree.

William B. Federman, Federman & Sherwood, and Gregg M. Corwin, Gregg M. Corwin & Associate Law Office, PC, Counsel for Plaintiff Inter-Marketing Group USA, Inc.

George C. Aguilar and Brian J. Robbins, Robbins Arroyo LLP, and Garrett D. Blanchfield, Reinhardt Wendorf & Blanchfield, Counsel for Plaintiff Edward Tansey.

Lawrence P. Eagel, David J. Stone, and Melissa A. Fortunato, Bragar Eagel & Squire, P.C., Counsel for Plaintiff Tim Ault.

Michael I. Fistel, Jr., Johnson Fistel, LLP, Counsel for Plaintiff Neil T.S. Flanders.

James M. Ficaro, Robert B. Weiser, and Brett D. Stecker, The Weiser Law Firm, P.C., Counsel for Plaintiff Dennis Palkon.

I. INTRODUCTION

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 2 of 14

This matter is before the Court on Plaintiff Inter-Marketing Group USA, Inc.'s Motion to Consolidate Related Shareholder Derivative Action, Appoint Lead or Co-lead Plaintiff, and Approve Its Selection of Lead or Co-lead Counsel [Docket No. 330]; Application by Plaintiff Edward Tansey for Appointment of Lead and Liaison Counsel in Consolidated Derivative Action [Docket No. 332]; and Plaintiff Ault's Motion for Appointment of Lead Plaintiff and Lead Counsel [Docket No. 342]. Also before the Court is Michael Hartleib's Motion for Acceptance of Amicus Curiae Brief in Oppos[ition] to the Appointment of the Robbins Arroyo and Weiser Firms as Lead Counsel and Notice of Intent to Attend the Hearing on 3-6-19. [Docket No. 381]

The Court heard oral argument on March 6, 2019.

II. BACKGROUND

A. Overview of the Consolidated Derivative Action

On June 6, 2018, Plaintiff Neil Flanders filed a verified derivative complaint against Nominal Defendant CenturyLink, Inc., ("CenturyLink") and its officers and directors in the Western District of Louisiana. Later that same day, Plaintiff Tim Ault filed a similar action in the same court.

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 3 of 14

Plaintiffs Michael Barbree, Glen Walker, and Sona Andresian filed a similar complaint in the same court on July 3, 2018. On August 23, 2018, Plaintiff Edward Tansey filed a similar derivative action in the District of Minnesota.

On October 3, 2018, based on an order from the Judicial Panel on Multidistrict Litigation (“JPML”), the Flanders Action, Ault Action, and Barbree Action were transferred to the District of Minnesota for inclusion in the CenturyLink MDL. [Docket No. 285]

On December 4, 2018, this Court entered an order consolidating the four derivative actions that had been filed in or transferred to this Court: Tansey v. Perry, Civil File No. 18-2460, Flanders v. Post, Civil File No. 18-2833, Ault v Post, Civil File No. 18-2834, and Barbree v. Bejar, Civil File No. 18-2835. [Docket No. 310] Since that time, the JPML has transferred two additional derivative actions to this District, Inter-Marketing Group USA, Inc. v. Storey, Civil File No. 19-263, and Palkon v. CenturyLink, Inc., Civil File No. 19-284.

B. Ault Action

On June 6, 2018, Ault filed a verified derivative complaint against CenturyLink and its officers and board members in the Western District of Louisiana. Ault now moves for an order appointing him Lead Plaintiff, appointing Bragar Eagel & Squire, P.C. (“Bragar”) as Lead Counsel for the

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 4 of 14

Consolidated Derivative Action, and entering a scheduling order for the filing of a consolidated complaint. [Docket Nos. 342-43] Ault's motion is joined by Plaintiffs Flanders and Palkon. [Docket No. 342]

C. Tansey Action

On August 23, 2018, Tansey filed a verified shareholder derivative complaint in this District against CenturyLink and its officers and directors. Tansey now moves for an order appointing the law firm of Robbins Arroyo LLP ("Robbins Arroyo") as Lead Counsel in the Consolidated Derivative Action and appointing the law firm of Reinhardt Wendorf & Blanchfield as Liaison Counsel in the Consolidated Derivative Action. [Docket No. 332] Tansey does not seek to be appointed Lead Plaintiff, but states that, if the Court seeks to appoint a Lead Plaintiff, he is willing to serve. [Docket No. 358]

D. Inter-Marketing Group USA, Inc. Action

On December 26, 2018, Inter-Marketing Group USA, Inc. ("IMG") filed a verified shareholder derivative complaint in the Western District of Louisiana against CenturyLink and its officers and directors. On January 17, 2019, the JPML transferred the matter to the District of Minnesota. [Docket No. 375] IMG now moves to consolidate the IMG Action with the Consolidated Derivative

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 5 of 14

Action, to appoint IMG as Lead or Co-Lead Plaintiff, and to appoint its counsel, Federman & Sherwood, as Lead or Co-Lead Counsel. [Docket No. 330]

III. DISCUSSION

A. Amicus Brief

On March 6, the Court heard oral argument on three motions to be appointed Lead Counsel in the CenturyLink derivative action. The Court also allowed Michael Hartleib to argue regarding his objection to the appointment of the Robbins Arroyo firm as Lead Counsel. The Court allowed a post-hearing brief from Robbins Arroyo regarding the allegations against it. The Court also received an email from Hartleib, copying all counsel, responding to Robbins Arroyo's brief.

The Court grants Hartleib's motion insofar as the Court allowed Hartleib to express his opinions to the Court during the hearing and to file his proposed amicus brief. The Court has carefully considered Hartleib's allegations, Robbins Arroyo's response, and the public record in the cases cited by Hartleib. The Court concludes that Hartleib has raised no legitimate questions with regard to the ethics or expertise of the Robbins Arroyo law firm. The Court is satisfied that there are no ethical concerns that would hinder Robbins Arroyo's application for appointment as Lead Counsel.

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 6 of 14

B. Consolidation

Under Federal Rule of Civil Procedure 42(a),

If actions before the court involve a common question of law or fact, the court may:

- (1) join for hearing or trial any or all matters at issue in the actions;
- (2) consolidate the actions; or
- (3) issue any other orders to avoid unnecessary cost or delay.

“Consolidation can help alleviate needless duplication of time, effort, and expense on the part of the parties and the Court.” Horn v. Raines, 227 F.R.D. 1, 2 (D.D.C. 2005) (citation omitted). In derivative actions, “consolidation is appropriate where the cost of defending . . . multiple actions may well do serious harm to the very corporation in whose interest they are supposedly brought.” Id. (citation omitted).

Pursuant to the Court’s December 4, 2018 Order Granting Consolidation of Federal Derivative Actions, each action arising out of the same transactions and occurrences and asserting derivative claims filed in this Court or transferred here shall be consolidated into the Consolidated Derivative Action. [Docket No. 310] Since entry of the Court’s December 4 Order, the IMG and Palkon derivative actions have been transferred to this Court, and IMG has filed unopposed motion

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 7 of 14

to consolidate the IMG case with the Consolidated Derivative Action. All cases arise out of the same operative facts and raise similar legal issues. There has been no opposition to consolidation. Failure to consolidate will increase inefficiency and duplication. Therefore, Inter-Marketing Group USA, Inc. v. Storey, Civil File No. 19-263, and Palkon v. CenturyLink, Inc., Civil File No. 19-284 are hereby consolidated with the Consolidated Derivative Action.

C. Leadership

The counsel for three different Plaintiffs – Ault, Tansey, and IMG – each seek appointment as Lead Counsel.

1. Standard for Appointment of Lead Counsel

The appointment of lead counsel in complex litigation is a long-standing practice in this country that has proved a great benefit to judicial economy and efficiency. It is not open to serious question that a federal court in a complex, consolidated case may designate one attorney or set of attorneys to handle pre-trial activity on aspects of the case where the interests of all co-parties coincide.

In re Baycol Prod. Litig., No. 02-0200, 2007 WL 9717940, at *2 (D. Minn. July 13, 2007) (citations omitted).

In choosing lead counsel,

[t]he guiding principle is who will best serve the interest of the plaintiffs. The criteria for selecting counsel when appointing a leadership structure include factors such as experience and prior

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 8 of 14

success record, the number, size, and extent of involvement of represented litigants, the advanced stage of proceedings in a particular suit, and the nature of the causes of action alleged.

Millman ex rel. Friedman's, Inc. v. Brinkley, No. 1:03-CV-0058-WSD, 2004 WL 2284505, at *3 (N.D. Ga. Oct. 1, 2004) (citations omitted). "Other factors include the quality of the pleadings, the economic interest of the plaintiffs, and the vigor with which the plaintiffs have prosecuted their lawsuits." Freeman on behalf of Tesla, Inc. v. Musk, 324 F.R.D. 73, 88 (D. Del. 2018) (citation omitted).

2. Standard for Appointment of Lead Plaintiff in a Derivative Action

"In a shareholder derivative action, unlike a private securities litigation action, the Court is not required to appoint a lead plaintiff." In re Frontier Commc'ns Corp. Derivative Litig., No. 3:17-CV-1792 (VAB), 2018 WL 3553332, at *4 (D. Conn. July 23, 2018) (citations omitted). "The appointment of lead plaintiff and lead counsel in a consolidated shareholder derivative litigation is a matter of discretion." Id. at *3 (citations omitted).

Although no statutory authority exists for the appointment of a lead plaintiff in shareholder derivative actions like these, courts have the inherent authority to appoint a lead plaintiff . . . in a derivative action in order to create an efficient case-management structure.

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 9 of 14

KBC Asset Mgmt. NV on behalf of Chemed Corp. v. McNamara, 78 F. Supp. 3d 599, 603 (D. Del. 2015) (citation omitted).

If the Court appoints a lead plaintiff, the lead plaintiff must comply with Federal Rule of Civil Procedure 23.1, which requires that the plaintiff “fairly and adequately represent the interests of the shareholders or members similarly situated in enforcing the right of the corporation or association.”

Derivative standing requires that the verified complaint allege “that the plaintiff was a shareholder or member at the time of the transaction complained of.” Fed. R. Civ. P. 23.1(b)(1). Additionally, Louisiana state law provides that no shareholder may commence a derivative action until the shareholder has made a written demand on the corporation and at least 90 days have passed from the date of the demand or the demand was rejected, whichever is earlier. See La. Rev. Stat. § 12:1-742.

In determining which plaintiff should be chosen as lead plaintiff [in a derivatives action], a number of courts have considered the following factors: (1) which plaintiff has the largest financial interest; (2) the preference for institutional investors to lead a lawsuit for shareholders; (3) the quality of the pleadings; (4) the vigor with which the plaintiff has pursued the suit; and (5) the plaintiff’s arrangement on the payment of attorney’s fees.

KBC Asset Mgmt. NV on behalf of Chemed Corp., 78 F. Supp. 3d at 604 (citations omitted).

3. Appointment of Lead Counsel and Lead Plaintiff

The Court concludes that appointment of both Lead Counsel and Lead Plaintiff is appropriate in this case to ensure an efficient and organized litigation that coordinates with the larger MDL, where appropriate. Appointing a lead plaintiff will ensure the efficient management and vigorous prosecution of the derivative claims by a representative who fairly and adequately represents the shareholders, and, therefore, the company's interest and oversees Lead Counsel's efforts.

The Court concludes that all law firms vying for appointment have substantial experience in derivative and complex financial litigation. All three have ample resources to lead this complex case. After considering all of the factors mentioned above, the Court finds that Bragar and Ault are the most qualified for appointment as Lead Counsel and Lead Plaintiff.

First, Bragar has already taken a leading role in this litigation. It filed one of the first derivative complaints and has demonstrated an ability to coordinate with counsel both in this MDL and in factually-related state derivative actions.

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 11 of 14

(Fortunato Decl. ¶¶ 7, 9.) Also, Bragar proposes a leadership structure that is supported by Plaintiff Flanders' counsel and Plaintiff Palkon's counsel. (*Id.* ¶ 8.) Bragar has aggressively and diligently pursued its client's interest, and its briefing showed attention to detail and knowledge of the case. At oral argument, Bragar demonstrated a commitment to work cooperatively with all counsel and to communicate effectively with the entire Plaintiffs' counsel team. Tansey's counsel and IMG's counsel are both competent, experienced counsel. However, Tansey filed suit directly in the District of Minnesota, although no connection to Minnesota is apparent from the Complaint. This strategic decision may have unnecessarily opened the Tansey Complaint up to attack based on lack of personal jurisdiction or improper venue. IMG's decisions regarding the timing of its filings in this MDL, including in the securities cases, weigh against appointment.

Second, balancing a number of factors, Ault is the most qualified Plaintiff. Ault has demonstrated diligence through making a demand on CenturyLink in September 2017, and filing his derivative complaint on June 6, 2018, the first day that any federal derivative complaint was filed against CenturyLink and only two months after CenturyLink rejected Ault's derivative demand letter. (Ault

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 12 of 14

Compl., Exs. A, D.) (The only other Plaintiff to file a derivative complaint that day, Flanders, supports Ault's appointment as lead plaintiff.) Ault has continuously been a CenturyLink shareholder since July 15, 1999. He currently owns 245.506 shares of CenturyLink, valued at \$3,790. (Fortunato Decl., Ex. 1, Ault Decl. ¶ 8.) Although Ault's financial interest in CenturyLink is not large, it is longstanding and far greater than the nominal interest of other Plaintiffs. Finally, Ault is an experienced investor, who has been actively involved in this lawsuit, but is not a professional plaintiff, and is committed to satisfying the duties of lead plaintiff. (Ault Decl. ¶¶ 6-12.)

In contrast, Tansey has been a shareholder of CenturyLink since 2003 and only possesses 13 shares of CenturyLink stock. ([Docket No. 393] Mar. 6, 2019 Hearing Tr. 7.) IMG is a business entity and possesses the greatest economic interest in among the potential lead plaintiffs. However, no evidence has been presented that it is an institutional investor, i.e., that its "principal purpose [] is to invest money on behalf of [its] shareholders or beneficiaries." In re FleetBoston Fin. Corp. Sec. Litig., 253 F.R.D. 315, 341 (D.N.J. 2008). Also, IMG did not become a CenturyLink shareholder until December 6, 2012. (Corwin Aff., Ex. D, IMG Decl. ¶ 2.)

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 13 of 14

Overall, the Court concludes that the combination of Bragar as Lead Counsel and Ault as Lead Plaintiff is the most appropriate choice for the Consolidated Derivative Action.

Accordingly, based upon the files, records, and proceedings herein, **IT IS HEREBY ORDERED:**

1. Plaintiff Inter-Marketing Group USA, Inc.'s Motion to Consolidate Related Shareholder Derivative Action, Appoint Lead or Co-lead Plaintiff, and Approve Its Selection of Lead or Co-lead Counsel [Docket No. 330] is **GRANTED IN PART** and **DENIED IN PART** as follows: the motion to consolidate is **GRANTED**, and the motion to appoint Lead Plaintiff and Lead Counsel is **DENIED**.
2. Inter-Marketing Group USA, Inc. v. Storey, Civil File No. 19-263, and Palkon v. CenturyLink, Inc., Civil File No. 19-284 are hereby consolidated with the Consolidated Derivative Action for all purposes in the above-captioned MDL.
3. The Application by Plaintiff Edward Tansey for Appointment of Lead and Liaison Counsel in Consolidated Derivative Action [Docket No. 332] is **DENIED**.
4. Plaintiff Ault's Motion for Appointment of Lead Plaintiff and Lead Counsel [Docket No. 342] is **GRANTED**. The Court appoints Bragar Eigel & Squire, P.C. as Lead Counsel in the Consolidated Derivative Action and appoints Tim Ault as Lead Plaintiff in the Consolidated Derivative Action. Within three weeks of the date of this Order, Lead Counsel shall submit a proposed leadership structure to this Court.

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 14 of 14

5. Michael Hartleib's Motion for Acceptance of Amicus Curiae Brief in Oppos[ition] to the Appointment of the Robbins Arroyo and Weiser Firms as Lead Counsel and Notice of Intent to Attend the Hearing on 3-6-19 [Docket No. 381] is **GRANTED**.
6. Lead Counsel and defense counsel shall meet and confer and shall submit a proposed draft case management order for the Consolidated Derivative Action within four weeks from the date of this Order.

Dated: April 23, 2019

s/ Michael J. Davis

Michael J. Davis

United States District Court

EXHIBIT 30



December 12, 2018
andy@protzmanlaw.com

VIA U.S. MAIL & Electronic Mail (rw@weiserlawfirm.com)

Mr. Robert Weiser
The Weiser Law Firm, P.C.
22 Cassatt Avenue
Berwyn, PA 19312

RE: Hartleib v. The Weiser Law Firm, P.C., *et al.*

Dear Mr. Weiser:

I have been retained by Michael Hartleib with regard to the claims reflected in the enclosed draft petition. I have reviewed the orders from the Ross-Williams case and have spoken with Mr. Hartleib at length about the contents of this petition, and I do not take these allegations lightly. As is usually the case, it would seem in the best interest for all parties involved to explore avenues to an agreeable resolution to the matter before it is filed. And, if there are documents that prove any of these allegations false, I am willing to be educated. Please let me know if you would be interested in such a conversation on or before Friday, December 21, 2018. If I don't hear from you, my client has requested that I proceed with filing the petition.

I look forward to hearing from you.

Sincerely,

Andrew B. Protzman

Enclosure

1100 main street • suite 2000 • kansas city, missouri • 64105
816.421.5100 (p) • 816.421.5105 (f) • www.protzmanlaw.com

IN THE DISTRICT COURT FOR JOHNSON COUNTY, KANSAS

MICHAEL HARTLEIB,

Plaintiff,

v.

THE WEISER LAW FIRM, P.C.,

Serve:

and

ROBERT WEISER,

Serve:

and

MONICA ROSS-WILLIAMS,

Serve:

Defendants.

Case No. _____

Division No. _____

PETITION

Comes now Plaintiff Michael Hartleib and, for his claims and causes of action against Defendants The Weiser Law Firm, P.C., Robert Weiser and Monica Ross-Williams, states and alleges as follows:

PARTIES, VENUE AND JURISDICTION

1. Plaintiff is an individual whose residence is in the state of California. He is a substantial shareholder in Sprint Nextel Corporation and is an objector to the proposed settlement in the underlying shareholder derivative litigation in Johnson County, Kansas.
2. Defendant The Weiser Law Firm, P.C. is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all pertinent times, it acted by and through its agents and employees, including but not limited to Robert Weiser, who were admitted pro hac vice to represent a group

of plaintiffs in the underlying litigation in Johnson County, Kansas. It performed the acts and omissions complained of in this petition in the underlying litigation in Johnson County, Kansas.

3. Defendant Robert Weiser is an attorney licensed and residing in the state of Pennsylvania. He is an officer, agent and/or employee of Defendant The Weiser Law Firm, P.C. At all pertinent times he was admitted pro hac vice to practice law in connection with the underlying litigation in Johnson County, Kansas, and he committed the acts and omissions complained of in the underlying litigation in Johnson County, Kansas. At all pertinent times, he was acting within the course and scope of his employment with and/or agency of Defendant The Weiser Law Firm, P.C.
4. Defendant Monica Ross-Williams is an individual residing in the state of Michigan. She is the lead named plaintiff in the underlying shareholder derivative litigation in Johnson County, Kansas, and committed the acts and omissions complained of in the underlying litigation in Johnson County, Kansas.
5. This Court is a court of general jurisdiction, so it has jurisdiction over the claims asserted herein.
6. All defendants, through their participation in the underlying litigation, committed the tortious acts and omissions that form the basis of these claims in the state of Kansas and submitted themselves to the jurisdiction of this Court, so this Court has personal jurisdiction over these defendants.
7. Venue is proper in this Court because the tortious acts and omissions that form the basis of these claims were committed in Johnson County, Kansas in and through the underlying litigation.
8. Claims under the Kansas Consumer Protection Act are properly brought in this Court pursuant to K.S.A. § 50-638 because the acts and omissions giving rise to these claims were committed in Johnson County, Kansas, in the underlying *Ross-Williams v. Sprint* litigation.

BACKGROUND FACTS

9. In early 2009, Plaintiff Michael Hartleib ("Hartleib") contacted The Law Offices of Bruce G. Murphy ("the Murphy firm") about a potential shareholder derivative suit Hartleib wanted to pursue on behalf of Sprint Nextel Corporation. Hartleib was and is a substantial and vocal shareholder in Sprint and other corporations with a prior history of effecting positive corporate changes in the companies in which he holds an ownership interest.
10. On or about March 22, 2009, after a short period of negotiation of the terms of an attorney-client engagement, Plaintiff Michael Hartleib ("Hartleib") retained The Law Offices of Bruce G. Murphy ("the Murphy firm") to pursue a shareholder derivative action on behalf of Sprint Nextel Corporation arising from an unsuccessful merger between Sprint and Nextel ("the underlying litigation" or "the underlying shareholder derivative litigation"). Mr. Hartleib insisted the terms of this engagement must preclude the Murphy firm from working with the national derivative firm Robbins Arroyo due to that firm's unethical business practices witnessed by Mr. Hartleib in prior cases.
11. Prior to or on March 22, 2009, the Murphy firm entered into an agreement with Defendant The Weiser Law Firm, P.C. ("the Weiser firm") by which the Weiser firm would be co-counsel with the Murphy firm for purposes of representing Mr. Hartleib in the shareholder derivative action. Defendants Weiser and the Weiser firm agreed to the terms of the engagement with Hartleib and undertook representation of Hartleib in the underlying litigation.
12. Prior to their contact with Hartleib, on information and belief, neither the Murphy firm nor the Weiser firm was aware of the facts forming the basis for the underlying shareholder derivative suit that Hartleib alerted them to in his communications with them, nor had either firm been in contact with a potential client who knew of or had an interest in pursuing the underlying litigation.

13. On or shortly after March 22, 2009, Robert Weiser spoke with Mr. Hartleib. During this conversation, Mr. Hartleib expressed that, as lead plaintiff representing the class of shareholders in Sprint Nextel, Hartleib took his duties to represent the interests of the corporation and its shareholders seriously and he would not endorse superficial and toothless corporate governance reforms in order to achieve a settlement that would consist primarily of attorney fees.
14. For Hartleib to agree to a settlement, he advised Weiser that it would have to provide meaningful relief resulting in a real and positive impact for the corporation and, by extension, its shareholders.
15. On the morning of March 27, 2009, Mr. Hartleib was notified by Murphy and Weiser via email that they were refusing to file the underlying shareholder derivative suit in Hartleib's name.
16. Their stated reason, which was false, was that they were concerned that Hartleib's history of effective and wholly unrelated shareholder derivative action somehow created a potential conflict and rendered Hartleib an inadequate shareholder representative.
17. This stated reason was pretextual. Weiser did not want Hartleib as the named plaintiff because during their conversation Weiser learned that Hartleib is opposed to lawyer-driven derivative litigation in which the only meaningful relief obtained through a settlement is millions of dollars in attorney fees, and the substantive relief for the shareholders and the corporation is toothless or de minimis.
18. In fact, Hartleib's prior knowledge, skill and experience in shareholder matters rendered him a perfect shareholder representative. For more than a decade, Hartleib has fought to ensure the interests of class and shareholder groups are given predominate consideration in the ultimate resolution of class action and shareholder derivative litigation, when many representative plaintiffs appear to be satisfied to accept minimal relief along with excessive attorney fee awards in what has been referred to as lawyer-driven litigation.

19. After refusing to file suit on behalf of Hartleib, Murphy used an elderly relative as a placeholder. This relative passed away during the pendency of the litigation, wherefore Murphy was forced to use yet another relative as placeholder in an attempt to maintain first to file status, while he and Weiser looked for a “legitimate” plaintiff for the case.
20. On information and belief, Weiser searched for, solicited and engaged a far less adequate shareholder representative to use as the named plaintiff in the underlying litigation, Monica Ross-Williams, who was unsophisticated in shareholder-corporate matters, corporate governance and litigation, and held a very small stake in Sprint Nextel Corporation, if any.
21. On March 6, 2017, Hartleib sought contact information for Ross-Williams via the internet and called Ross-Williams to confirm she existed in an effort to discern Ross-Williams level of involvement in the litigation and her suitability as a representative plaintiff. Hartleib was concerned about these issues because he had, on prior occasions, observed the Weiser firm, as well as other class action and shareholder derivative firms who work in concert with the Weiser firm, utilizing deceased and otherwise unqualified parties as plaintiffs in other shareholder derivative and class litigation.
22. On March 7th 2017, Hartleib placed one 15-minute call to Ross-Williams in which it became painfully clear that she had no involvement in the case and that Ross-Williams had not spoken to her Counsel in years.
23. Ross-Williams admitted she was entirely unaware of any of the details in “her” case.
24. Ross-Williams was not aware of the scathing Orders from the District Court of Johnson County, Kansas, criticizing her attorneys’ use of an unlicensed disbarred “lawyer” to inflate their bill. She was unaware the Judge in “her” case drastically reduced the attorney fees by ninety percent, from \$4.5 million to \$450,000, finding they were not remotely accurate or credible.

25. Ross-Williams was not aware that an appeal had been filed on her behalf and had not been provided with pleadings in her case.
26. Ross-Williams, plaintiff in the underlying litigation, even continually referred to herself as the Defendant and appeared to completely lack understanding of her obligations as a representative plaintiff.
27. The conversation between Mr. Hartleib and Ross-Williams was pleasant and non-confrontational. Ross-Williams provided Hartleib with a private email address to send the pleadings in her case that her Counsel failed to provide.
28. Later, instead of expressing outrage by the information Hartleib provides in the 15-minute affable call, after speaking with Defendant Weiser, Ross-Williams falsely accused Mr. Hartleib of threatening and harassing her.
29. Weiser induced Ross-Williams to file false declarations against Hartleib, accusing him of threats and harassment to gain a Protective Order under false pretenses. This was done to harm Hartleib's reputation and discredit him in the Ross-Williams action before the Court of Appeals, and other unrelated cases.
30. In court filings, the Weiser defendants made inflammatory false statements and allegations about Mr. Hartleib that were hurtful, harmful and without any basis in truth or fact.
31. The Weiser defendants also made false statements to District and Appellate courts in Kansas regarding their conduct and the conduct of their unlicensed non-lawyer whom they knowingly put forth as a licensed attorney who bills \$350 per hour in search of their improper and excessive fee award (which Judge Vano noted and overwhelmingly reduced), as well as the practical effect of the near toothless "corporate reforms" they negotiated in the mediation with mediator Layn Phillips, with whom the Weiser defendants and other firms in the consolidated action regularly mediate cases. In his declaration, Layn Phillips affirmed the fraudulent \$4.5M fee request.

32. As a result of Defendants' acts and omissions as described herein, Mr. Hartleib has suffered damage to his good name and reputation, lost the benefits of serving as lead plaintiff in the underlying litigation and the positive result that would likely have occurred had he been lead plaintiff, was forced to expend substantial sums to oppose and expose Defendants' conduct and chicanery, and has suffered significant mental and emotional trauma from Defendants' actions.
33. Despite filing a related action years later, Hartleib was estopped from participation in the consolidated cases. In fact, all firms in the consolidated cases colluded and conspired to work as one in their effort to prevent Hartleib from seeking meaningful relief on behalf of Sprint Nextel. All other cases in the consolidated action were settled except one, Mr. Hartleib's.
34. Defendants, Robert Weiser and the Weiser Law Firm's handling of the underlying litigation is part of a regular custom, pattern and practice they have engaged in for years. This modus operandi has been to the detriment of both the classes of shareholder plaintiffs they have falsely purported to represent as well as the corporations those shareholders are seeking to protect and improve.
35. The Weiser defendants regularly handle shareholder derivative suits in concert with other firms with whom they have troubling relationships, and who file securities class action lawsuits based on the same issues or conduct. The Weiser defendants will stay the shareholder derivative suit, whereby allowing sufficient time to pass allowing for the billing of thousands of fraudulent hours, piggyback on the discovery from the class action to bill fraudulent document review, then resolve the shareholder derivative suit by negotiating soft or meaningless corporate "reforms" and very high legal fees.
36. This framework is what the Weiser defendants attempted to do in the Ross-Williams matter when they piggybacked on a securities class action filed by the national class action firm Robbins Gellar, sister firm to the Robbins Arroyo firm in the consolidated action, with whom Weiser has numerous prior dealings and close relationships, until their efforts were partially derailed by Mr. Hartleib's objection, which resulted in Judge Vano's order finding the Weiser defendants' conduct and fee request to be both troubling and excessive.

COUNT I

*Legal Malpractice/Breach of Fiduciary Duty
Robert Weiser and The Weiser Law Firm, P.C.*

37. Plaintiff incorporates all preceding allegations as if fully set forth herein.
38. Defendants Robert Weiser and The Weiser Law Firm, P.C., entered into an attorney-client relationship with Plaintiff Michael Hartleib which was never terminated.
39. Defendants Weiser and the Weiser firm owed Mr. Hartleib the duty to provide competent and skillful representation and the duties of undivided loyalty, to act solely for Mr. Hartleib's benefit as a fiduciary for Sprint Nextel, and to avoid engaging in conflicts of interest.
40. The Weiser defendants further had the duty of honesty and candor in their communications and representations to the District Court and the Court of Appeals.
41. Defendants Weiser and the Weiser firm breached these duties by:
- a. Refusing to file Mr. Hartleib's claim in the underlying litigation when it became apparent that he would not kowtow to Weiser's demands on a potential settlement and would not permit the underlying litigation to be lawyer-driven litigation, benefitting only the attorneys;
 - b. By taking an adverse position to a former client in their attempt to protect their criminal enterprise, defraud the Court and unjustly enrich themselves by 4.5 million dollars in fraudulent fees.
 - c. By abusing process in the case in question and using the instrumentalities of the judicial system to vex, harass and annoy in retaliation for Hartleib's filing of an Amicus Brief in the unrelated Equifax action. In the Equifax action, Weiser and the Weiser Firm was removed as co-lead counsel in said case based on their actions in the *Ross-Williams* case.
 - d. Representing Defendant Ross-Williams in her claims and requests for relief against Mr. Hartleib which presented a conflict of interest that was not waived;

- e. Using Mr. Hartleib's communications with them, which were protected by the attorney-client privilege, against him in connection with the underlying litigation and the dispute between Defendant Ross-Williams and Mr. Hartleib. In addition, sharing privileged communications in the unrelated case in the Northern district of Georgia *In Re Equifax* and proffering falsehoods relating to said communications in a willful attempt to harm Hartleib and obfuscate their duplicitous acts.
 - f. Replacing Mr. Hartleib as lead plaintiff in the underlying litigation, first with a straw plaintiff, and then with a less qualified lead plaintiff who had little or no involvement in the case, in order to bill over 18,000 hours, and 4.5 million dollars in fraudulent fees;
 - g. Employing in the underlying litigation the services of a criminal non-attorney, who was previously disbarred, charged with racketeering, and knowingly putting forth his work-product under a fraudulent name as a basis for a grossly excessive attorney fee request;
 - h. Putting forth and supporting Defendant Ross-Williams' untrue statements regarding Mr. Hartleib's actions and communications with her;
 - i. Making false statements to the District and Appellate Courts in Kansas regarding Mr. Hartleib's prior actions;
 - j. In such other and further ways as may be learned through discovery.
42. Defendants' actions and inactions described herein were willful, wanton, fraudulent and malicious.
43. As a direct and proximate result of Weiser's and the Weiser firm's breach of their duties, Plaintiff Michael Hartleib was damaged as described above in paragraphs 32 and 33.
- WHEREFORE, Plaintiff Michael Hartleib prays for judgment in his favor on Count I, for compensatory damages in a fair and reasonable amount, for his costs incurred herein, and for such other and further relief as the Court deems just and proper.

COUNT II

*Violations of Kansas Consumer Protection Act
Robert Weiser and The Weiser Law Firm, P.C.*

44. Plaintiff incorporates all preceding allegations as if fully set forth herein.
45. Pursuant to K.S.A. § 50-623, *et seq.* (the “Kansas Consumer Protection Act” or the “KCPA”), Mr. Hartleib is a “consumer” and the Weiser defendants are “suppliers” for purposes of claims under the Kansas Consumer Protection Act.
46. When the Weiser defendants agreed to represent Mr. Hartleib as the shareholder representative plaintiff for the case Mr. Hartleib hired them to pursue, the Weiser defendants offered to reasonably represent Mr. Hartleib in accordance with their ethical duties of loyal, zealous representation in those claims.
47. In fact, the Weiser defendants at that time knew they did not intend to provide such reasonable, expectable legal services, and they did not disclose to Mr. Hartleib this intent.
48. Weiser, the Weiser Firm and other parties involved in this case have colluded and conspired by falsely purporting to represent the interest of Sprint, and its shareholders, including Hartleib when their true motives were to stay this case for a prolonged period, over 5 years to allow them to bill over 18,000 fraudulent hours and 4.5 million in fees. Weiser knowingly employed a criminal and disbarred attorney using an alias, Alexander Silow to bill 1.6 million dollars in this case. Mr. Silow’s actions in this case have led to new criminal convictions in Montgomery County Pennsylvania, including the Unauthorized Practice of Law, (42Pa.C.S.2524), Unsworn Falsification to Authorities (18 Pa. C. S. 4904) (b) and Securing Execution of Documents by Deception (18 Pa. C. S. 4114)
49. On information and belief, Weiser and the Weiser Firm knew Mr. Silow’s status as disbarred attorney and criminal when they hired him from the Abelson placement agency. For over a decade, Weiser instructed Silow to fraudulently bill tens of millions of dollars in cases across the country

in addition to the 1.6 million in the Ross-Williams case. Weiser fraudulently put forth Mr. Silow as a Securities expert, and licensed attorney in Pennsylvania in the Ross-Williams case, when Silow's resume submitted by the Weiser firm in the case showed neither was true.

50. The Weiser defendants' "true" intent with regard to the legal services they offered Mr. Hartleib, as described above, was a material fact that was not disclosed.

51. As a direct and proximate result of the Weiser defendants' conduct set forth herein, Mr. Hartleib was damaged as described above in paragraphs 32 and 33.

52. The Weiser defendants' actions and inactions as set forth herein are in violation of the KCPA, §§ 50-626, 627.

53. This action is authorized and Plaintiff is entitled to an award of reasonable attorney fees pursuant to the KCPA, § 50-634.

WHEREFORE, Plaintiff Michael Hartleib prays for judgment in his favor on Count II, for compensatory damages in a fair and reasonable amount, for his attorney fees and costs incurred herein, and for such other and further relief as the Court deems just and proper.

COUNT III
Abuse of Process
Defendant Ross-Williams

54. Plaintiff incorporates all preceding allegations as if fully set forth herein.

55. Ross-Williams knowingly made false statements against Hartleib in court documents and sought and obtained a protective order under false pretenses. Ross-William filed false declarations under oath against Hartleib at the request of Weiser in an attempt to assail his character and protect Weiser's unlawful acts. These actions amount to the knowingly or improper use of legal process.

56. Ross-Williams' actions were taken for the purposes of harassing Mr. Hartleib and causing him hardship.

57. Ross-Williams' actions directly and proximately resulted in damages to Mr. Hartleib as described above in paragraphs 32 and 33.

WHEREFORE, Plaintiff Michael Hartleib prays for judgment in his favor on Count III, for compensatory damages in a fair and reasonable amount, for his costs incurred herein, and for such other and further relief as the Court deems just and proper.

COUNT IV
Breach of Fiduciary Duty
Defendant Ross-Williams

58. Ross-Williams was an unfit plaintiff who simply allowed her name to be used to facilitate a lawyer driven case for personal financial gain.

59. When Hartleib informed her of the fraud and chicanery that was taking place in "her" case, she did nothing to stop it. In fact, she became a willing participant in the fraud upon the Court by acting on behalf of Weiser in furtherance of his fraud upon the court.

60. Ross-Williams owed a fiduciary duty to Mr. Hartleib and all Sprint shareholders to fairly and adequately represent their interests in the litigation, including the duties to ensure that lead counsel fee requests were appropriate, the duties of care and loyalty to the class, and to fairly represent the interests of the entire class.

61. Ross-Williams failed to act in good faith and breached her fiduciary duty to properly represent Mr. Hartleib and the other Sprint shareholders by failing to ensure the fee request of Weiser was commensurate with the relief obtained, by failing to ensure that the relief agreed to in the settlement was sufficiently robust as to effect meaningful corporate change, by failing to adequately monitor and remain involved in the litigation, and by acting in her own interest rather than in the interest of Sprint Nextel and absent class of shareholders.

62. As a direct and proximate result of Ross-Williams' breach of her fiduciary duties, Mr. Hartleib was damaged as described above in paragraphs 32 and 33.

WHEREFORE, Plaintiff Michael Hartleib prays for judgment in his favor on Count IV, for compensatory damages in a fair and reasonable amount, for his costs incurred herein, and for such other and further relief as the Court deems just and proper.

Respectfully Submitted by:

/s/ Andrew B. Protzman

Andrew B. Protzman, #18015
Ben Stelter-Embry, #25891
Protzman Law Firm LLC
1100 Main Street
Suite 2430
T: 816-421-5100
F: 816-421-5105
andy@protzmanlaw.com
ben@protzmanlaw.com

Attorneys for Plaintiff

EXHIBIT 31

Silverang Donohoe
Rosenzweig Haltzman LLC

Attorneys at Law

595 East Lancaster Avenue
Suite 203
St. Davids, PA 19087
(610) 263-0115 Telephone
(215) 754-4934 Facsimile
www.sanddlawyers.com

Philip S. Rosenzweig
(610) 263-0124 Direct Dial
(215) 754-4139 Direct Fax
Email: prosenzweig@sanddlawyers.com

December 19, 2018

VIA EMAIL (andy@protzmanlaw.com)
AND FIRST CLASS MAIL

Andrew Protzman, Esquire
Protzman Law Firm
1100 Main Street
Kansas City, MO 64105

Re: *Hartleib v. Weiser Law Firm, P.C., et al.*

Dear Mr. Protzman:

As I indicated to you in my email of December 17, 2018 at 7:06 pm, I and my law firm are counsel to The Weiser Law Firm, P.C. (the "Weiser Firm") and Robert B. Weiser, Esquire ("Mr. Weiser") (the "Weiser Firm" and "Mr. Weiser" are collectively my "Clients"). While I am not as yet prepared to respond to all the purported factual allegations of the draft petition ("Petition") you prepared and transmitted along with your December 12, 2018 letter on behalf of your client, the proposed plaintiff Michael Hartleib ("Hartleib"), your letter belies your own well founded skepticism as to the veracity of the allegations. Upon my cursory initial review thereof, the Petition is riddled with serious misrepresentations of fact and outright falsehoods. The claims the Petition contemplates raising against my Clients are frivolous and cannot be asserted in a signed pleading in a court of law in good faith.

In the interests of efficiency, and in an effort to timely respond to your letter, I will focus on the two utterly groundless causes of action which the Petition purports to assert on behalf of Hartleib against my Clients, who expressly reserve all rights with respect to the countless false and outrageous allegations in the Petition. This letter is not to be construed as a waiver of any kind with respect to any allegation set forth in the Petition, or any defense to the Petition, including, but not limited to, any and all defenses regarding jurisdiction, venue, the applicability of Kansas law (or lack thereof), any applicable statute(s) of limitations, or damages. Nor should this letter be construed as a waiver of my Clients' potential claims or counterclaims against Hartleib that could be asserted based on Hartleib's conduct, or against you and your law firm in the event the Petition as stated is filed by you.

{01025448,3}

Andrew Protzman, Esquire
December 19, 2018
Page 2

As you surely know, the Petition proposes two counts under Kansas law against my Clients: Count I for Legal Malpractice/Brief of Fiduciary Duty and Count II for violation of the Kansas Consumer Protection Act (the “KCPA”). Both causes of action depend, *inter alia*, upon a demonstrably false and absurd premise: that the Weiser Firm and/or Mr. Weiser “agreed to represent Mr. Hartleib” and “entered into an attorney-client relationship” with Hartleib in March 2009. Nothing could be further from the truth. As your client is well-aware, my Clients **expressly declined** to file a shareholder derivative action on behalf of Hartleib or otherwise serve as counsel (or co-counsel) to Hartleib in March 2009, and there exists clear, undebatable documentary evidence with respect to this explicit declination. *See* Exhibit 1 enclosed herewith. Moreover, the Petition’s assertions as to why my Clients declined to serve as counsel for Hartleib are patently untrue, but nevertheless serve as an admission that Hartleib and my Clients did NOT have an attorney-client relationship. The Petition claims, *inter alia*, that Hartleib was advised on March 27, 2009 that his involvement with “effective and wholly unrelated shareholder derivative [litigation] somehow created a potential conflict and rendered Hartleib an[] inadequate shareholder representative.” Aside from being nonsensical, as explained herein, that allegation is inaccurate. Rather, it was Hartleib’s then involvement with, and intention to move for appointment as lead plaintiff in, the federal securities fraud class action (the “Securities Action”) asserting wholly related, direct claims against Sprint Corp. (“Sprint”) which presented a clear conflict for purposes of serving as a shareholder derivative plaintiff asserting claims on Sprint’s behalf.

Under Kansas law, an attorney-client relationship can be explicitly formed based on the payment of a fee and/or a memorialized formal retention agreement. *Associated Wholesale Grocers, Inc. v. Americold Corp.*, 266 Kan. 1047 (1999) *citing In re Adoption of Irons*, 235 Kan. 540, 548, 684 P.2d 332 (1984). In the absence of such, an attorney-client relationship may be “implied by the conduct of the parties.” *Id.* Significantly, an attorney-client relationship can be implied only when, based on the conduct of the parties, it is sufficiently established that the services of the attorney in matters pertinent to the attorney’s profession **were both sought and received**. *Id.* The Petition does not allege (nor could it) that the Weiser Firm or Mr. Weiser ever accepted any fee from Hartleib, or that Hartleib executed a formal retention agreement with the Weiser Firm or Mr. Weiser. Even assuming *arguendo*, that as the Petition alleges, Hartleib retained the Law Offices of Bruce G. Murphy (the “Murphy Firm”), my Clients were not parties to any formal representation agreement between Hartleib and the Murphy Firm. Further, the documentary evidence with respect to the “conduct of the parties” plainly demonstrates that while Hartleib may have sought my Clients’ legal services, such services were certainly never provided to or received by Hartleib, because my Clients flatly declined to act as counsel (or co-counsel) to Hartleib immediately after Mr. Weiser first communicated with Hartleib. *See* Exhibit 1.

Surely you agree that an implied attorney-client relationship is not formed simply because an individual seeking legal representation communicated with a lawyer once, and of course, as set forth above, Kansas law does not provide otherwise. In late March 2009, as your Petition indicates, Mr. Weiser spoke with Hartleib one time via telephone; the two men had never spoken previously. The phone call between Mr. Weiser and Hartleib took place specifically because my Clients had not agreed to act as co-counsel to Hartleib with the Murphy Firm in a derivative action on behalf of

{01025448;3}

Andrew Protzman, Esquire
December 19, 2018
Page 3

Sprint, and would not agree to doing so without having first conducted their own independent due diligence regarding Hartleib's adequacy as a derivative plaintiff and after an analysis of potential conflicts of interest implicating Hartleib. My Clients are specialists in the arena of shareholder derivative litigation and are intimately familiar with the unique issues and conflicts potentially posed by shareholder derivative plaintiffs, who bring derivative actions in a fiduciary capacity on behalf of and solely for the benefit of a corporation, rather than on their own behalf for their own personal direct benefit. My Clients routinely communicate directly with shareholders in light of these issues, in order to assess whether or not to proceed with representation in a shareholder derivative action.

During the telephone call between Hartleib and Mr. Weiser in late March 2009, Hartleib represented to Mr. Weiser that he had extensively investigated alleged wrongdoing by Sprint and previously contacted the law firm of Robbins Geller Rudman & Dowd LLP ("RGRD") in order to provide RGRD facts and analysis for the purposes of initiating and prosecuting the Securities Action *against Sprint*. Hartleib further represented that he was interested in filing a motion in federal court seeking his appointment as the lead plaintiff (or a co-lead plaintiff) in the Securities Action *against Sprint*, and that he believed he would be an ideal lead plaintiff for the Securities Action based upon his purportedly vast knowledge regarding Sprint's transgressions and its liability to the investor class. Moreover, Hartleib suggested that he wanted to receive a share of any attorneys' fees for plaintiffs' counsel which might be awarded in a derivative action to be brought on Sprint's behalf.

Mr. Weiser immediately concluded that my Clients could not and should not represent Hartleib or serve as his co-counsel in a derivative action brought for Sprint's benefit. Notwithstanding Hartleib's deeply troubling and improper suggestion that he wished to share in attorneys' fees, it is black-letter law that an investor plaintiff who simultaneously pursues both direct and derivative claims or lawsuits against and on behalf of the same corporate entity is an inadequate and conflicted plaintiff. *See Davis v. Comed, Inc.*, 619 F.2d 588, 597 (6th Cir. 1980) (derivative plaintiff found inadequate because he raised direct claims against the corporation in separate litigation, and thus "virtually admit[ted] this conflict between the derivative action and his other litigation"); *St. Clair Shores Gen. Emps. Ret. Sys. v. Eibeler*, No. 06 Civ. 688(SWK), 2006 WL 2849783, at *7 (S.D.N.Y. Oct. 4, 2006) (plaintiffs attempting to advance both derivative and direct claims "face an impermissible conflict of interest."); *Wall Street Sys., Inc. v. Lemence*, No. 04 Civ. 5299, 2005 WL 292744 (S.D.N.Y. Feb. 8, 2005) (finding that plaintiff who simultaneously brought direct and derivative actions had a conflict of interest and could not satisfy obligations pursuant to Fed. R. Civ. P. 23.1). *See also Ryan v. Aetna Life Ins. Co.*, 765 F. Supp. 133, 135 (S.D.N.Y. 1991); *Brickman v. Tyco*, 731 F. Supp. 101, 109 (S.D.N.Y. 1990).

After speaking with Hartleib, Mr. Weiser notified the Murphy Firm via email on March 27, 2009 at 7:21 a.m. that my Clients declined to serve as co-counsel to Hartleib, because my Clients had concluded that Hartleib had a conflict of interest which prevented him from serving as an adequate derivative plaintiff. *See Exhibit 1*. The Murphy Firm notified Hartleib in writing that both the Murphy Firm and my Clients declined to represent Hartleib based on the conflict of interest via email at 9:55 a.m. *Id.* Notably, the March 27, 2009 email to Hartleib from the Murphy Firm stated

{01025448;3}

Andrew Protzman, Esquire
December 19, 2018
Page 4

to Hartleib that if he were to file a derivative suit, “[d]efense counsel can be expected to object to you serving as the [derivative] Representative on the grounds of adequacy.” Had Hartleib applied for appointment as lead plaintiff in the Securities Action against Sprint, as he informed Mr. Weiser via telephone that he intended to do, and had Hartleib initiated a derivative action on behalf of Sprint at that time, undoubtedly competing movants for lead plaintiff and defense counsel in the Securities Action would have attacked him as an inadequate lead plaintiff.

Thus, there is no legitimate basis upon which it can be alleged, in good faith, for purposes of Count I of the Petition, that my Clients “entered into an attorney-client relationship” with Hartleib, explicitly or implicitly, rendering Count I for legal malpractice/breach of fiduciary duty fatally flawed. Nor is there any legitimate basis upon which it can be alleged in good faith, for purposes of Count II of the Petition, that my Clients “agreed to represent Mr. Hartleib as the shareholder representative plaintiff for the case Mr. Hartleib hired them to pursue,” and therefore Count II for violation of the KCPA is fatally flawed.

The “conduct of the parties” following March 27, 2009 also puts to rest any notion that an attorney-client relationship was ever formed by implication between my Clients and Hartleib, or that Hartleib was ever acting under any such impression. Neither my Clients nor Hartleib subsequently acted as if an attorney-client relationship had been formed, because of course there was never was any such relationship. Hartleib had no communications whatsoever with my Clients regarding Sprint until after over seven years had passed – and only then, in an attempt to extort money from my Clients by leveraging his objection to the settlement of the Sprint derivative litigation. The threatened litigation against my Clients set forth in the Petition merely serves as the latest iteration of Hartleib’s unsuccessful extortion efforts against them. In fact, Hartleib subsequently retained another law firm in the field of shareholder litigation, Kahn, Swick & Foti, LLC (“Kahn Swick”), to serve as his counsel for purposes of bringing a derivative action on behalf of Sprint, which was filed on July 14, 2011. Interestingly, despite serving as counsel to Hartleib in his Sprint derivative action, Kahn Swick chose not to represent Hartleib in connection with his objection to the Sprint derivative settlement, his related application for a direct financial award, or his unsuccessful appeal of the orders denying his objection to the settlement and his application for a financial award.

Upon the completion of my investigation into the underlying Sprint-Nextel derivative case, I suspect I will be well prepared to address and rebut all of the outrageous and seemingly false factual allegations throughout the Petition. Moreover, although I do not represent proposed defendant Monica Ross-Williams, her status as an adequate derivative plaintiff was fully adjudicated in the Sprint-Nextel litigation, rendering any questions with respect thereto moot on the basis of collateral estoppel. Further, to suggest that Ms. Ross-Williams owes a fiduciary duty to another shareholder of a publicly traded company is patently absurd.

Should you possess any contrary evidence or information I am unaware of that would support the allegations that Hartleib retained my Clients as his counsel and that my Clients entered into an attorney-client relationship with Hartleib, I would be interested in reviewing the same. It would only be in that instance where it might make sense to engage in a dialogue with you regarding the many other deeply flawed and apparently false allegations of the Petition. I might also note that I am counsel for the Weiser Firm in a pending lawsuit against Mr. Silow and the lawyer placement

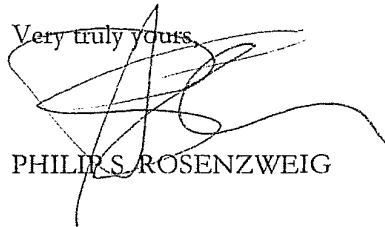
{01025448;3}

Andrew Protzman, Esquire
December 19, 2018
Page 5

agency responsible for Mr. Silow's placement at the Weiser Firm to perform document review work, so I am confident in assuring that your facts regarding Mr. Silow are flatly wrong in almost all instances.

I respectfully submit that the filing of the Petition would violate Kansas Rule of Professional Conduct 3.1 and/or various other ethical and professional obligations, and my Clients hereby reserve all rights to pursue all available remedies. Therefore, I suggest you carefully reconsider ever filing the Petition.

Be guided accordingly.

Very truly yours,

PHILIP S. ROSENZWEIG

PSR/mer
Enclosure

cc: Robert B. Weiser, Esquire (via email)

{01025448;3}

EXHIBIT 32

From: Andrew Protzman <andy@protzmanlaw.com>
Sent: Monday, January 07, 2019 3:06 PM
To: Philip Rosenzweig
Subject: Re: Hartleib v. Weiser Law Firm, P.C., et al.

Phil:

I have not received a response to my email, below. Please advise before close of business Thursday if your client is interested in a pre-suit mediation of this matter. If not, or if I don't hear from you, we will proceed with filing suit Friday.

Thank you.

Andy.

Andrew B. Protzman
Protzman Law Firm, LLC
1100 Main Street
Suite 2430
Kansas City, Missouri 64105
816.421.5100/5105(fax)
andy@protzmanlaw.com

NOTE: The Missouri Bar Disciplinary Counsel requires all Missouri lawyers to notify all recipients of e-mail that (1) e-mail communication is not a secure method of communication, (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from me to you or vice versa, (3) persons not participating in our communication may intercept our communications by improperly accessing your computer or my computer or even some computer unconnected to either of us which the e-mail passed through. I am communicating to you via e-mail because you have consented to receive communications via this medium. If you change your mind and want future communications to be sent in a different fashion, please let me know AT ONCE. The information contained in this electronic message may be attorney-client privileged, confidential, and exempt from disclosure under applicable law and is intended only for the use of the individual(s) to whom this electronic message is addressed. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this electronic communication or any attachment thereto is strictly prohibited. If you have received this electronic communication in error, you should immediately return it to us and delete the message from your system. We would also

appreciate it if you would telephone us at (816) 421-5100, to advise of the misdirected communication. Thank you.

On 12/21/18, 11:23 AM, "Andrew Protzman" <andy@protzmanlaw.com> wrote:

Phil:

I write in response to your December 19, 2018 letter to me. Please dispense with the threats to me. They are neither well-founded, nor well-received.

Mr. Hartleib vigorously disputes virtually every statement made in your letter. Just as an example, on March 22, 2009, Mr. Murphy communicated to Mr. Hartleib on his and Mr. Weiser's behalf that they had jointly reviewed Mr. Hartleib's requested revisions to the retainer and agreed to them. Subsequent to that, Mr. Weiser and Mr. Hartleib spoke on multiple occasions wherein Mr. Hartleib relied on Mr. Weiser as his lawyer, provided confidential and work-product communications to him, and received legal advice. As you well know, or should, the existence of an attorney-client relationship is not dependent upon a written agreement but is based on conduct and client expectations. See, e.g., *Matter of Hodge*, 307 Kan. 170, 407 P.3d 613 (2017). I will not belabor the additional misstatements Mr. Weiser has provided you that you repeat in your correspondence.

Regardless of these parties' factual disagreements about the course of their relationship, I did not receive an answer to the ultimate question posed: Does your client want to follow through on his suggestion of a mediation between these parties prior to Mr. Hartleib filing suit? If the answer is no, that is fine, we will file. If the answer is yes, then we need to schedule it within the next 30-60 days in order that it can be given every opportunity to succeed before we must file in the absence of a tolling agreement. Given your intimate familiarity with the Silow matter and the contents of your letter to me, I suspect that 30 days will be more than enough time for Mr. Weiser to get you up to speed.

Andy

Andrew B. Protzman
Protzman Law Firm, LLC
1100 Main Street
Suite 2430
Kansas City, Missouri 64105
816.421.5100/5105(fax)
andy@protzmanlaw.com

NOTE: The Missouri Bar Disciplinary Counsel requires all Missouri lawyers to notify all recipients of e-mail that (1) e-mail communication is not a secure method of communication, (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from me to you or vice versa, (3) persons not participating in our communication may intercept our communications by improperly accessing your computer or my computer or even some computer unconnected to either of us which the e-mail passed through. I am communicating to you via e-mail because you have consented to receive communications via this medium. If you change your mind and want future communications to be sent in a different fashion, please let me know AT ONCE. The information contained in this electronic message may be attorney-client privileged, confidential, and exempt from disclosure under applicable law and is intended only for the use of the individual(s) to whom this electronic message is addressed. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this electronic communication or any attachment thereto is strictly prohibited. If you have received this electronic communication in error, you should immediately return it to us and delete the message from your system. We would also appreciate it if you would telephone us at (816) 421-5100, to advise of the misdirected communication. Thank you.

On 12/19/18, 4:25 PM, "MaryEllen Raynor" <MRaynor@sanddlawyers.com> wrote:

ON BEHALF OF PHILIP S. ROSENZWEIG, ESQUIRE

Mr. Protzman:

Please see the attached correspondence. Thank you.

Best Regards,

Phil

Philip S. Rosenzweig, Esquire
Partner
Silverang, Donohoe, Rosenzweig & Haltzman, LLC
595 East Lancaster Avenue
Suite 203
St. Davids, Pa. 19087
610-263-0124 (direct)
610-263-0115 (main)

215-754-4139 (efax)
prosenzweig@sanddlawyers.com

EXHIBIT 33

IN THE DISTRICT COURT FOR JOHNSON COUNTY, KANSAS

MICHAEL HARTLEIB,

Plaintiff,

v.

THE WEISER LAW FIRM, P.C.,

and

ROBERT WEISER,

and

MONICA ROSS-WILLIAMS,

Defendants.

Case No. _____

Division No. _____

PETITION

Comes now Plaintiff Michael Hartleib and, for his claims and causes of action against Defendants The Weiser Law Firm, P.C., Robert Weiser and Monica Ross-Williams, states and alleges as follows:

PARTIES, VENUE AND JURISDICTION

1. Plaintiff is an individual whose residence is in the state of California. He is a substantial shareholder in Sprint Nextel Corporation and is an objector to the proposed settlement in the underlying shareholder derivative litigation in Johnson County, Kansas, *Ross-Williams vs. Bennett et al.*, 11CV01688.
2. Defendant The Weiser Law Firm, P.C. is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all pertinent times, it acted by and through its agents and employees, including but not limited to Robert Weiser, who were admitted *pro hac vice* to represent a group of plaintiffs in the underlying litigation in Johnson County, Kansas. It performed the acts and omissions complained of in this petition in the underlying litigation in Johnson County, Kansas.

Clerk of the District Court, Johnson County Kansas
01/22/19 02:14pm SS

3. Defendant Robert Weiser is an attorney licensed and residing in the state of Pennsylvania. He is an officer, agent and/or employee of Defendant The Weiser Law Firm, P.C. At all pertinent times, he was admitted *pro hac vice* to practice law in connection with the underlying litigation in Johnson County, Kansas, and he committed the acts and omissions complained of in the underlying litigation in Johnson County, Kansas. At all pertinent times, he was acting within the course and scope of his employment with and/or agency of Defendant The Weiser Law Firm, P.C.
4. Defendant Monica Ross-Williams is an individual residing in the state of Michigan. She is the lead named plaintiff in the underlying shareholder derivative litigation in Johnson County, Kansas, and committed the acts and omissions complained of in the underlying litigation in Johnson County, Kansas.
5. This Court is a court of general jurisdiction, so it has jurisdiction over the claims asserted herein.
6. All defendants, through their participation in the underlying litigation, committed the tortious acts and omissions that form the basis of these claims in the state of Kansas and submitted themselves to the jurisdiction of this Court, so this Court has personal jurisdiction over these defendants.
7. Venue is proper in this Court because the tortious acts and omissions that form the basis of these claims were committed in Johnson County, Kansas, in and through the underlying litigation.
8. Claims under the Kansas Consumer Protection Act are properly brought in this Court pursuant to K.S.A. § 50-638 because the acts and omissions giving rise to these claims were committed in Johnson County, Kansas, in the underlying *Ross-Williams* litigation.

BACKGROUND FACTS

9. In early 2009, Plaintiff Michael Hartleib (“Hartleib”) contacted The Law Offices of Bruce G. Murphy (“the Murphy firm”) about a potential shareholder derivative suit Mr. Hartleib wanted to pursue on behalf of Sprint Nextel Corporation. Mr. Hartleib was and is a substantial and vocal

Clerk of the District Court, Johnson County Kansas
01/22/19 02:14pm SS

shareholder in Sprint and other corporations with a prior history of effecting positive corporate changes in the companies in which he holds an ownership interest.

10. On or about March 22, 2009, after a short period of negotiation of the terms of an attorney-client engagement, Mr. Hartleib retained the Murphy firm to pursue a shareholder derivative action on behalf of Sprint Nextel Corporation arising from an unsuccessful merger between Sprint and Nextel. Mr. Hartleib insisted the terms of this engagement must preclude the Murphy firm from working with national derivative firm Robbins Arroyo due to Mr. Hartleib's witnessing of what he believed were that firm's unethical business practices in prior cases.
11. Prior to or on March 22, 2009, the Murphy firm entered into an agreement with Defendant The Weiser Law Firm, P.C. ("the Weiser firm") by which the Weiser firm would be co-counsel with the Murphy firm for purposes of representing Mr. Hartleib in the shareholder derivative action. Defendants Weiser and the Weiser firm agreed to the terms of the engagement with Mr. Hartleib and undertook representation of Mr. Hartleib in the underlying litigation.
12. Prior to their contact with Mr. Hartleib, on information and belief, neither the Murphy firm nor the Weiser firm was aware of the facts forming the basis for the underlying shareholder derivative suit that Mr. Hartleib alerted them to in his communications with them, nor had either firm been in contact with a potential client who knew of or had an interest in pursuing the underlying litigation.
13. On or shortly after March 22, 2009, Robert Weiser spoke with Mr. Hartleib. During this conversation, Mr. Hartleib expressed that, as lead plaintiff representing the class of shareholders in Sprint Nextel, he took his duties to represent the interests of the corporation and its shareholders seriously and he would not endorse superficial and toothless corporate governance reforms in order to achieve a settlement that would consist primarily of attorney fees.

*Clerk of the District Court, Johnson County Kansas
01/22/19 02:14pm SS*

14. For Mr. Hartleib to agree to a settlement, he advised Mr. Weiser that it would have to provide meaningful relief resulting in a real and positive impact for the corporation and, by extension, its shareholders.
15. On the morning of March 27, 2009, Mr. Hartleib was notified by Messrs. Murphy and Weiser via email that they were refusing to file the underlying shareholder derivative suit in Mr. Hartleib's name.
16. Their stated reason, which was false, was that they were concerned that Mr. Hartleib's history of effective and wholly unrelated shareholder derivative action somehow created a potential conflict and rendered Mr. Hartleib an inadequate shareholder representative.
17. This stated reason was pretextual. Mr. Weiser did not want Mr. Hartleib as the named plaintiff because during their conversation Mr. Weiser learned that Mr. Hartleib is opposed to lawyer-driven derivative litigation in which the only meaningful relief obtained through a settlement is millions of dollars in attorney fees, and the substantive relief for the shareholders and the corporation is toothless or *de minimis*.
18. In fact, Mr. Hartleib's prior knowledge, skill and experience in shareholder matters rendered him a perfect shareholder representative. For more than a decade, Mr. Hartleib has fought to ensure the interests of class and shareholder groups and the corporations derivative actions exist to protect are given predominant consideration in the ultimate resolution of class action and shareholder derivative litigation, when many representative plaintiffs appear to be satisfied to accept minimal relief along with excessive attorney fee awards in what has been referred to as lawyer-driven litigation.
19. On information and belief, after refusing to file suit in Mr. Hartleib's name, Mr. Murphy filed a case based on the facts presented by Mr. Hartleib in the name of an unqualified relative of Mr. Murphy while Messrs. Murphy and Weiser actively searched for a new plaintiff to use for Mr.

Clerk of the District Court, Johnson County Kansas
01/22/19 02:14pm SS

Hartleib's case, and they ultimately engaged a far less adequate shareholder representative to use as the named plaintiff in the underlying litigation, Monica Ross-Williams, who was unsophisticated in shareholder-corporate matters, corporate governance and litigation, and held a very small stake in Sprint Nextel Corporation, if any.

20. After filing the derivative action, the Weiser defendants effectively obtained a stay of the action during which no meaningful formal discovery was done in the *Ross-Williams* case while a related class-action lawsuit based on the same conduct was allowed to progress.
21. On February 26, 2016, Defendants moved for preliminary approval of a proposed settlement, which included toothless corporate governance reforms and would provide a basis for the Weiser defendants to request exorbitant fees not commensurate with the relief obtained in the settlement nor work performed in the *Ross-Williams* case.
22. On May 6, 2016, Defendants moved for final approval of the proposed settlement and excessive fee award.
23. On May 13, 2016, Mr. Hartleib notified the District Court that he objected to the settlement and requested attorney fee award.
24. On March 6, 2017, Mr. Hartleib sought contact information for Ms. Ross-Williams via the internet and called her to confirm she actually existed in an effort to discern Ms. Ross-Williams' level of involvement in the litigation and her suitability as a representative plaintiff. Mr. Hartleib was concerned about these issues because he had, on prior occasions, observed the Weiser firm, as well as other class action and shareholder derivative firms who work in concert with the Weiser firm, utilizing deceased and otherwise unqualified parties as plaintiffs in other shareholder derivative and class litigation.

Clerk of the District Court, Johnson County Kansas
01/22/19 02:14pm SS

25. On March 7th 2017, Mr. Hartleib placed one 15-minute call to Ms. Ross-Williams in which it became painfully clear that she had no involvement in the case and that Ms. Ross-Williams had not spoken to her counsel, Mr. Weiser, in years.
26. Ms. Ross-Williams admitted she was entirely unaware of any of the details in “her” case.
27. Ms. Ross-Williams was not aware of the scathing orders from the District Court of Johnson County, Kansas, criticizing her attorneys’ use of an unlicensed disbarred “lawyer” to inflate their bill. She was unaware the judge in “her” case drastically reduced the attorney fees by ninety percent, from \$4.5 million to \$450,000, finding they were not remotely accurate or credible.
28. Ms. Ross-Williams was not aware that an appeal had been filed on her behalf and had not been provided with pleadings in her case.
29. Ms. Ross-Williams, plaintiff in the underlying litigation, even continually referred to herself as the defendant and appeared to completely lack understanding of her obligations as a representative plaintiff.
30. The conversation between Mr. Hartleib and Ms. Ross-Williams was pleasant and non-confrontational. Ms. Ross-Williams provided Mr. Hartleib with a private email address to send the pleadings in her case that her counsel failed to provide.
31. Later, instead of expressing outrage by the information Mr. Hartleib provided in the 15-minute affable call, after speaking with Defendant Weiser, Ms. Ross-Williams falsely accused Mr. Hartleib of threatening and harassing her.
32. After learning of the March 7, 2017 amicable phone call, Mr. Weiser induced Ms. Ross-Williams to file false declarations against Mr. Hartleib, accusing him of threats and harassment to gain a protective order under false pretenses. This was done to harm Mr. Hartleib’s reputation and discredit him in the *Ross-Williams* action before the Kansas Court of Appeals and in other unrelated cases.

Clerk of the District Court, Johnson County Kansas
01/22/19 02:14pm SS

33. In court filings, the Weiser defendants made inflammatory false statements and allegations about Mr. Hartleib that were personally and professionally hurtful, harmful and without any basis in truth or fact.
34. The Weiser defendants also made false statements to the district and appellate courts in Kansas regarding their conduct and the conduct of their unlicensed non-lawyer whom they knowingly put forth as a licensed attorney who billed \$350 per hour in search of their improper and excessive fee award (which Judge Vano noted and overwhelmingly reduced), as well as the practical effect of the near toothless “corporate reforms” they negotiated in the mediation.
35. As a result of Defendants’ acts and omissions as described herein, Mr. Hartleib has suffered damage to his good name and reputation, lost the benefit of serving as lead plaintiff in the underlying litigation and the positive result that would likely have occurred had he been lead plaintiff, was forced to expend substantial sums and thousands of hours of personal time to oppose and expose Defendants’ conduct and chicanery, and has suffered significant mental and emotional trauma from Defendants’ actions.
36. Despite filing a related action years later, Mr. Hartleib was estopped from participation in the consolidated cases in the underlying litigation. In fact, all firms in the consolidated cases colluded and conspired to work as one in their effort to prevent Mr. Hartleib from seeking meaningful relief on behalf of Sprint Nextel. All other cases in the consolidated action were settled except one, Mr. Hartleib’s.
37. Defendants Robert Weiser and the Weiser Law Firm’s handling of the underlying litigation is part of a regular custom, pattern and practice they have engaged in for years. This modus operandi has been to the detriment of both the classes of shareholder plaintiffs they have falsely purported to represent as well as the corporations those shareholders are seeking to protect and improve.

Clerk of the District Court, Johnson County Kansas
01/22/19 02:14pm SS

38. The Weiser defendants regularly handle shareholder derivative suits in concert with other firms with whom they have relationships and who file securities class action lawsuits based on the same issues or conduct. The Weiser defendants will stay the shareholder derivative suit, whereby allowing sufficient time to pass allowing for the billing of thousands of fraudulent hours, piggyback on the discovery from the class action to bill fraudulent document review, then resolve the shareholder derivative suit by negotiating soft or meaningless corporate “reforms” and very high legal fees.
39. This framework is what the Weiser defendants attempted to do in the *Ross-Williams* matter when they piggybacked on a securities class action filed by the national class action firm Robbins Gellar, one of the national firms with which the Weiser defendants work in concert, until their efforts were partially derailed by Mr. Hartleib’s objection, which resulted in Judge Vano’s order finding the Weiser defendants’ conduct and fee request to be both troubling and excessive.

COUNT I

*Legal Malpractice/Breach of Fiduciary Duty
Robert Weiser and The Weiser Law Firm, P.C.*

40. Plaintiff incorporates all preceding allegations as if fully set forth herein.
41. Defendants Robert Weiser and The Weiser Law Firm, P.C., entered into an attorney-client relationship with Plaintiff Michael Hartleib which was never terminated.
42. Defendants Weiser and the Weiser firm owed Mr. Hartleib the duty to provide competent and skillful representation and the duties of undivided loyalty, to act solely for Mr. Hartleib’s benefit as a shareholder and fiduciary for Sprint Nextel, and to avoid engaging in conflicts of interest.
43. The Weiser defendants further had the duty of honesty and candor in their communications and representations to the District Court and the Court of Appeals.
44. Defendants Weiser and the Weiser firm breached these duties by:
- a. Refusing to file Mr. Hartleib’s claim in the underlying litigation when it became apparent that he would not kowtow to Mr. Weiser’s demands on a potential settlement and would

*Clerk of the District Court, Johnson County Kansas
01/22/19 02:14pm SS*

not permit the underlying litigation to be lawyer-driven litigation, benefitting only the attorneys;

- b. By taking an adverse position to a former client in their attempt to protect their fraudulent scheme, defraud the Court and unjustly enrich themselves by 4.5 million dollars in fraudulent fees;
- c. By abusing process in the case in question and using the instrumentalities of the judicial system to vex, harass and annoy in retaliation for Mr. Hartleib's filing of an Amicus Brief in the unrelated *Equifax* action. In the *Equifax* action, Weiser and the Weiser Firm was removed as co-lead counsel in said case based on their actions in the *Ross-Williams* case;
- d. Representing Defendant Ross-Williams in her claims and requests for relief against Mr. Hartleib which presented a conflict of interest that was not waived;
- e. Using Mr. Hartleib's communications with them, which were protected by the attorney-client privilege, against him in connection with the underlying litigation and the dispute between Defendant Ross-Williams and Mr. Hartleib. In addition, sharing privileged communications in the unrelated case in the Northern district of Georgia, *In Re Equifax*, and proffering falsehoods relating to said communications in a willful attempt to harm Mr. Hartleib and obfuscate their duplicitous acts;
- f. Replacing Mr. Hartleib as lead plaintiff in the underlying litigation with a less qualified lead plaintiff who had little or no involvement in the case, in order to bill over 18,000 hours, and 4.5 million dollars in fraudulent fees;
- g. Employing in the underlying litigation the services of a criminal non-attorney, who was previously disbarred, charged with racketeering, and knowingly putting forth his work-product under a fraudulent name as a basis for a grossly excessive attorney fee request;

Clerk of the District Court, Johnson County Kansas
01/22/19 02:14pm SS

- h. Putting forth and supporting Defendant Ross-Williams' untrue statements regarding Mr. Hartleib's actions and communications with her;
- i. Making false statements to the District and Appellate Courts in Kansas regarding Mr. Hartleib's prior actions;
- j. In such other and further ways as may be learned through discovery.

45. Defendants' actions and inactions described herein were willful, wanton, fraudulent and malicious.

46. As a direct and proximate result of Mr. Weiser's and the Weiser firm's breach of their duties, Plaintiff Michael Hartleib was damaged as described above in paragraphs 35 and 36.

WHEREFORE, Plaintiff Michael Hartleib prays for judgment in his favor on Count I, for compensatory damages in a fair and reasonable amount, for his costs incurred herein, and for such other and further relief as the Court deems just and proper.

COUNT II

*Violations of Kansas Consumer Protection Act
Robert Weiser and The Weiser Law Firm, P.C.*

47. Plaintiff incorporates all preceding allegations as if fully set forth herein.

48. Pursuant to K.S.A. § 50-623, *et seq.* (the "Kansas Consumer Protection Act" or the "KCPA"), Mr. Hartleib is a "consumer" and the Weiser defendants are "suppliers" for purposes of claims under the Kansas Consumer Protection Act.

49. When the Weiser defendants agreed to represent Mr. Hartleib as the shareholder representative plaintiff for the case Mr. Hartleib hired them to pursue, the Weiser defendants offered to reasonably represent Mr. Hartleib and the class of shareholders in accordance with their ethical duties of loyal, zealous representation in those claims and all other ethical duties related to client representation and litigation.

*Clerk of the District Court, Johnson County Kansas
01/22/19 02:14pm SS*

50. In fact, the Weiser defendants did not intend to and did not provide such reasonable, expectable legal services, and they did not disclose to Mr. Hartleib or the class of shareholders this knowledge and intent.
51. The Weiser defendants have colluded and conspired by falsely purporting to represent the interest of Sprint and its shareholders, including Mr. Hartleib, when their true motives were to stay this case for a prolonged period (over 5 years) to allow them to bill over 18,000 fraudulent hours and 4.5 million in fees. The Weiser defendants knowingly employed a criminal and disbarred attorney using an alias, Alexander Silow, to bill 1.6 million dollars in this case. Mr. Silow's actions in this case have led to new criminal convictions in Montgomery County Pennsylvania, including the Unauthorized Practice of Law, (42Pa.C.S.2524), Unsworn Falsification to Authorities (18 Pa. C. S. 4904) (b) and Securing Execution of Documents by Deception (18 Pa. C. S. 4114)
52. On information and belief, Mr. Weiser and the Weiser Firm knew Mr. Silow's status as disbarred attorney and criminal when they hired him from the Abelson placement agency. For over a decade, Mr. Weiser instructed Mr. Silow to fraudulently bill tens of millions of dollars in cases across the country in addition to the 1.6 million in the Ross-Williams case. Weiser fraudulently put forth Mr. Silow as a securities expert and licensed attorney in Pennsylvania in the *Ross-Williams* case, when Mr. Silow's resume submitted by the Weiser firm in the case showed neither was true.
53. When the Weiser defendants moved the District Court for approval of a settlement that would include ineffective corporate governance reforms and fraudulent and excessive fees, they violated the terms of the KCPA insofar as their representations to the Court, Mr. Weiser and the entire class of shareholders contained knowing and intentional written exaggeration of a material fact, a willful failure to state a material fact and/or a willful concealment or omission of a material fact, and a knowing and intentional representation that their services had uses, benefits or characteristics which they did not have, all as described above.

Clerk of the District Court, Johnson County Kansas
01/22/19 02:14pm SS

54. The Weiser defendants' conduct described herein was unconscionable within the meaning of the KCPA in that they took advantage of Mr. Hartleib's and the shareholder class' relative ignorance and lack of sophistication in the technicalities of the legal system, because the requested fees grossly exceeded the price at which similar services could be obtained, and because Mr. Hartleib, the shareholder class was unable to receive a material benefit from the Weiser defendants' services and resulting litigation, the settlement obtained by the Weiser defendants was one-sided in favor of the Weiser defendants, and the Weiser defendants made misleading statements in connection with the litigation on which Mr. Hartleib and the shareholder class were likely to rely.

55. As a direct and proximate result of the Weiser defendants' conduct set forth herein, Mr. Hartleib was damaged as described above in paragraphs 35 and 36.

56. The Weiser defendants' actions and inactions as set forth herein are in violation of the KCPA, §§ 50-626, 627.

57. Defendants' actions and inactions described herein were willful, wanton, fraudulent and malicious.

58. This action is authorized and Plaintiff is entitled to an award of reasonable attorney fees pursuant to the KCPA, § 50-634.

WHEREFORE, Plaintiff Michael Hartleib prays for judgment in his favor on Count II, for compensatory damages in a fair and reasonable amount, for his attorney fees and costs incurred herein, and for such other and further relief as the Court deems just and proper.

COUNT III

Abuse of Process

All Defendants

59. Plaintiff incorporates all preceding allegations as if fully set forth herein.

60. Defendants knowingly made false statements against Mr. Hartleib in court documents and sought and obtained a protective order under false pretenses. Defendant Ross-Williams filed false declarations under oath against Mr. Hartleib at the direction and request of Mr. Weiser in an

*Clerk of the District Court, Johnson County Kansas
01/22/19 02:14pm SS*

attempt to assail his character and protect Mr. Weiser's unlawful acts. Defendants further obtained a protective order so that that that it could be used by the Weiser defendants against Mr. Hartleib in other litigation in which he might challenge their qualifications and conduct. These actions amount to the knowing improper use of legal process.

61. Defendants' actions were taken for the purposes of harassing Mr. Hartleib and causing him hardship.

62. In fact, the Weiser defendants did use the protective order against Mr. Hartleib in the *Equifax* litigation.

63. Defendants' actions directly and proximately resulted in damages to Mr. Hartleib as described above in paragraphs 35 and 36.

64. Defendants' actions and inactions described herein were willful, wanton, fraudulent and malicious.

WHEREFORE, Plaintiff Michael Hartleib prays for judgment in his favor on Count III, for compensatory damages in a fair and reasonable amount, for his costs incurred herein, and for such other and further relief as the Court deems just and proper.

COUNT IV

Breach of Fiduciary Duty
Defendant Ross-Williams

65. Defendant Ross-Williams was an unfit plaintiff who simply allowed her name to be used to facilitate a lawyer driven case for personal financial gain.

66. When Mr. Hartleib informed her of the fraud and chicanery that was taking place in "her" case, she did nothing to stop it. In fact, she became a willing participant in the fraud upon the Court by acting on behalf of the Weiser defendants in furtherance of their fraud upon the court.

67. Defendant Ross-Williams owed a fiduciary duty to Mr. Hartleib and all Sprint shareholders to fairly and adequately represent their interests in the litigation, including the duties to ensure that

Clerk of the District Court, Johnson County Kansas
01/22/19 02:14pm SS

lead counsel fee requests were appropriate, the duties of care and loyalty to the class, and to fairly represent the interests of the entire class.

68. Defendant Ross-Williams failed to act in good faith and breached her fiduciary duty to properly represent Mr. Hartleib and the other Sprint shareholders by failing to ensure the fee request of the Weiser defendants was commensurate with the relief obtained, by failing to ensure that the relief agreed to in the settlement was sufficiently robust as to effect meaningful corporate change, by failing to adequately monitor and remain involved in the litigation, and by acting in her own interest rather than in the interest of Sprint Nextel and the absent class of shareholders.

69. As a direct and proximate result of Defendant Ross-Williams' breach of her fiduciary duties, Mr. Hartleib was damaged as described above in paragraphs 35 and 36.

WHEREFORE, Plaintiff Michael Hartleib prays for judgment in his favor on Count IV, for compensatory damages in a fair and reasonable amount, for his costs incurred herein, and for such other and further relief as the Court deems just and proper.

Respectfully Submitted by:

/s/ Andrew B. Protzman

Andrew B. Protzman, #18015
Ben Stelter-Embry, #25891
Protzman Law Firm LLC
1100 Main Street
Suite 2430
T: 816-421-5100
F: 816-421-5105
andy@protzmanlaw.com
ben@protzmanlaw.com

Attorneys for Plaintiff

Clerk of the District Court, Johnson County Kansas
01/22/19 02:14pm SS

EXHIBIT 34

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

THE WEISER LAW FIRM, P.C., et al.,

Plaintiffs,

v.

MICHAEL HARTLEIB,

Defendant.

CIVIL ACTION

NO. 19-2728-KSM

ORDER

AND NOW, this 9th day of October, 2020, upon consideration of Defendant Michael Hartleib's Motion to Dismiss (Doc. No. 9), Plaintiffs The Weiser Law Firm, P.C. and Robert Weiser's response brief (Doc. No. 12), Hartleib's replies (Doc. No. 15, 22), Plaintiffs' sur-reply (Doc. No. 25), the parties' supplemental briefs (Doc. Nos. 32, 33), the parties' oral arguments on the motion, and for the reasons set forth in the Memorandum, it is hereby **ORDERED** that Hartleib's motion is **GRANTED in part** and Plaintiffs' Counts I, V, VI, and VII (vexatious litigant order, negligent misrepresentation, intentional interference with contractual relations, and tortious interference) are **DISMISSED** for lack of personal jurisdiction and Count II (abuse of process) is **DISMISSED** for improper venue. Hartleib's motion is **DENIED** with respect to Counts III and IV (defamation and IIED).

IT IS FURTHER ORDERED that in light of the Court's decision, the stay currently in place (Doc. No. 30) is lifted, and a telephone conference to discuss scheduling and other pretrial matters is **SCHEDULED** for **October 29, 2020 at 10:00 a.m.** At least seven (7) days prior to the conference, the parties should submit a joint status report with proposed scheduling deadlines.

IT IS SO ORDERED.

/s/KAREN SPENCER MARSTON

KAREN SPENCER MARSTON, J.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

THE WEISER LAW FIRM, et al.,

Plaintiffs,

v.

MICHAEL HARTLEIB,

Defendant.

CIVIL ACTION

NO. 19-2728-KSM

MEMORANDUM

MARSTON, J.

October 9, 2020

This case involves over a decades' worth of history and heated disputes between Plaintiffs the Weiser Law Firm, P.C. ("the Firm") and Robert Weiser, Esquire, and Defendant Michael Hartleib. The thrust of Plaintiffs' 325-page complaint, including exhibits, can be summarized as follows: according to Plaintiffs, Hartleib has waged an all-out vendetta against them, in retribution for their refusal to enter into a fee-sharing or consulting arrangement with him and for the amount of attorneys' fees Plaintiffs billed in a particular shareholder derivative suit, which were deemed excessive. (Doc. No. 1.)

Plaintiffs specialize in providing legal services in shareholder class actions and shareholder derivative actions, and they allege that Hartleib, a former potential client, has frequently (and improperly) inserted himself into litigations in which they were involved. (*Id.*) In doing so, Hartleib has purportedly embarked on a campaign to publicly disparage and attack Plaintiffs to judges, other members of the legal community, and current and prospective clients. (*Id.*)

In their complaint, Plaintiffs assert claims for abuse of process, defamation, intentional

infliction of emotional distress (IIED), negligent misrepresentation, intentional interference with prospective contractual relations, and tortious interference with contract. (*Id.*) Plaintiffs also seek a vexatious litigant order, to enjoin Hartleib from filing any action against Plaintiffs; from making any filing or submission in any case, derivative suit, class action suit, or qui tam suit that involves Plaintiffs; and from contacting any individual or entity about Plaintiffs, without first obtaining leave of the court. (*Id.* at ¶ 170.)

On August 23, 2019, Hartleib, a California resident, moved to dismiss the complaint for lack of personal jurisdiction and improper venue. Hartleib argues that he has not engaged in any acts that were expressly aimed at Pennsylvania and that there is no evidence that a substantial part of the events or omission giving rise to Plaintiffs' claims occurred in the Eastern District of Pennsylvania. (Doc. Nos. 9, 15, 22, 32.)

In opposition, Plaintiffs contend that there are sufficient minimum contacts between Hartleib and Pennsylvania, citing a barrage of telephone calls and emails that Hartleib allegedly directed to Pennsylvania and Hartleib's sustained attacks upon Plaintiffs' Pennsylvania-based business, among others. (Doc. Nos. 12, 25.)

Pursuant to this Court's June 16, 2020 order (Doc. No. 30), the parties have engaged in limited jurisdictional discovery and filed supplemental briefs (Doc. Nos. 32, 33). The Court held oral argument on September 17, 2020.

For the reasons discussed below, we grant Hartleib's motion in part and deny it in part.

I.

The following facts are pled in the complaint or included in Plaintiffs' supplemental brief, and taken in the light most favorable to Plaintiffs.

The Weiser Law Firm is a Pennsylvania corporation with offices located in Berwyn,

Pennsylvania, and Weiser is a resident of Pennsylvania. (Doc. No. 1 at ¶¶ 1–3.) The Firm is a legal service provider, specializing in shareholder class actions and shareholder derivative actions, and Weiser’s law practice focuses primarily on shareholder derivative litigation. (*Id.* at ¶¶ 7, 10.)

In November 2008, Hartleib, a California resident, emailed Bruce Murphy, an attorney who had previously referred clients to the Firm. Hartleib discussed how the shares he owned in Sprint Corporation and Nextel Communications lost value when the two companies merged to become Sprint Nextel Corporation. (*Id.* at ¶¶ 11–12; *id.* at p. 66, Ex. 1.) Murphy forwarded Hartleib’s email to Weiser and inquired whether Weiser thought a shareholder derivative action could be brought on Sprint’s behalf. (*Id.* at ¶ 13; *id.* at p. 66, Ex. 1.) The Firm did not recommend filing a derivative lawsuit at that time. (*Id.* at ¶ 14.)

A few months later, in March 2009, a separate law firm filed a securities class action against Sprint, based on the Sprint/Nextel merger. (*Id.* at ¶ 15.) Several other substantially similar class action law suits were then filed and consolidated in Kansas Federal Court (the “Sprint Securities Class Action”). (*Id.* at ¶ 16.)

After the first suit against Sprint was filed, Murphy followed up with Weiser about potential shareholder derivative claims that could be brought on Sprint’s behalf. (*Id.* at ¶ 18.) This time, the Firm concluded that Sprint may have potential claims against its’ current and/or former officers and directors, and asked Murphy if Hartleib or any other potential client was interested in initiating the lawsuit. (*Id.* at ¶¶ 19–20.) Murphy responded that they were interested. (*Id.* at ¶ 21.) Accordingly, on March 13, 2009, Weiser sent a draft shareholder derivative complaint to Murphy, and Murphy circulated it to his actual or potential clients, which the Firm understood as including Hartleib. (*Id.* at ¶¶ 23–24.)

On March 26, 2009, Weiser and Hartleib spoke for the first time. During the call, Hartleib claimed to have spent “hundreds of hours” investigating Sprint and that he had previously provided separate counsel with the facts and analysis necessary to prosecute the federal securities claims asserted against Sprint in the Sprint Securities Class Action. (*Id.* at ¶¶ 27–28.) Hartleib also told Weiser that he was interested in seeking appointment as a lead plaintiff in the Sprint Securities Class Action. (*Id.* at ¶ 29.) Last, Hartleib strongly implied interest in sharing any attorneys’ fees the Firm might recover if it represented Hartleib in connection with a shareholder derivative suit brought on Sprint’s behalf. (*Id.* at ¶ 30.) Hartleib’s interest in a fee sharing arrangement was “extremely troubling” to Weiser. (*Id.* at ¶ 32.)

After their conversation, Weiser decided that the Firm could not represent Hartleib in a derivative action brought on behalf of Sprint due to a potential conflict of interest. (*Id.* at ¶ 31; *id.* at p. 68, Ex. 2.) Weiser reasoned that any role Hartleib played in launching or prosecuting the Sprint Securities Class Action *against* Sprint would preclude his participation as a plaintiff to a derivative suit brought *on behalf of* Sprint. (*Id.*) The following day, Weiser communicated his decision to Murphy, and Murphy informed Hartleib that neither his firm nor the Weiser Law Firm would represent Hartleib in a shareholder derivative action brought on behalf of Sprint. (*Id.* at ¶¶ 33–36; *id.* at p. 71, Ex. 3.)

Thereafter, the Firm decided to represent Monica Ross-Williams on behalf of Sprint in a shareholder derivative action filed in Kansas State Court. (*Id.* at ¶ 37.) In July 2011, another law firm filed a separate shareholder derivative action on Sprint’s behalf and named Hartleib as the representative plaintiff. (*Id.* at ¶ 38.)

Hartleib reached out to Weiser in June 2011, two years after they last spoke, this time in connection with a *pro se* shareholder derivative action he and other named plaintiffs filed on

behalf of Sirius XM Satellite Radio, Inc. (*Id.* at ¶¶ 39–40.) Hartleib sought to engage the Firm as counsel for the plaintiffs in the Sirius derivative action (*id.* at ¶¶ 41–42; *id.* at pp. 95–97, Ex. 5), but Plaintiffs declined (*id.* at ¶ 43). Hartleib reiterated his request to Weiser a few months later (*id.* at ¶ 44; *id.* at p. 99, Ex. 6), but Weiser never responded (*id.* at ¶ 45). In February 2012, Hartleib contacted Weiser again, asking “are we going to do some business together or what?” (*Id.* at ¶¶ 46–47; *id.* at p. 101, Ex. 7.)

Weiser and Hartleib did not have contact again until 2016, when a majority of the Sprint shareholder derivative lawsuits pending in the Kansas courts (including Ross-Williams’s suit) achieved a collective settlement (the “Sprint Derivative Settlement”). (*Id.* at ¶ 48.) Hartleib was a vocal opponent of the Sprint Derivative Settlement and the only Sprint derivative plaintiff to not participate in it. (*Id.* at ¶ 49.)

When the Firm and others sought the Kansas State Court’s final approval of the terms of the Sprint Derivative Settlement, including attorneys’ fees for plaintiffs’ counsel, Hartleib filed a *pro se* objection. (*Id.* at ¶ 50.) Hartleib also expressed his displeasure to Weiser when they spoke over the phone on May 20, 2016, a week before the final approval hearing on the settlement. (*Id.* at ¶¶ 51–52.) Notwithstanding his opposition to the settlement, Hartleib proposed to withdraw his formal objection if Weiser agreed to enter into a “consulting agreement” with Hartleib. (*Id.* at ¶ 53.) Hartleib suggested that he would provide the Firm with ideas for initiating lawsuits against corporate defendants, in exchange for receiving hundreds of thousands of dollars. (*Id.*) Weiser was troubled by Hartleib’s proposition and declined to enter into such an arrangement. (*Id.* at ¶ 54.)

Hartleib appeared at the final hearing on May 26 before the Honorable James Vano in support of his objection. (*Id.* at ¶ 55.) In mid-June 2016, Judge Vano approved the Sprint

Derivative Settlement, but only awarded approximately 10% of the attorneys' fees requested, and the parties appealed. (*Id.* at ¶¶ 61–62.)

In February 2017, during the pendency of the appeal, the Firm discovered that Jeffrey Silow,¹ one of its' contract attorneys who had performed document review during the Sprint derivative litigation, had been disbarred in Pennsylvania decades earlier. (*Id.* at ¶¶ 59, 63, 66.) Silow had been placed with the Firm through Abelson Legal Search, a Philadelphia-based legal recruitment and placement firm. (*Id.* at ¶ 59.) Abelson had been “responsible for vetting the credentials and bar status of the attorneys it placed” and “held Silow out . . . as a licensed attorney in good standing.” (*Id.* at ¶ 60; *see also* Doc. No. 33 at p. 6 n.4.) After learning of Silow's disbarment, the Firm immediately alerted Judge Vano and the Kansas Appeals Court, which was reviewing the attorneys' fee award. (*Id.* at ¶ 66.) The reduced attorneys' fee award in the settlement was ultimately affirmed on appeal. (*Id.* at ¶ 67.)

Once the Silow controversy was brought to light, Hartleib proceeded to “unleash[] a deluge of abuse upon the Plaintiffs.” (*Id.* at ¶ 68.) For example, on March 6, 2017, Hartleib emailed Weiser and copied eleven members of the bar,² as well as the administrative assistant for the Kansas State Court:

Rob! I am a little confused! . . . It seems your statements to the Appellate Court were disingenuous at best. Shocking! . . . Ethical obligation, what a Saint [sic] . . . Your attempts, [sic] to obfuscate your chicanery in this case is galvanizing my convictions, strengthening my resolve to expose all of the corrupt parties in this case! This lawyer driven litigation must and will cease. Your temerity, to seek leave of the Appellate Court to reinstate fees, given what I have uncovered is quite frankly astonishing and provoking wrath.

(*Id.* at ¶ 69; *id.* at pp. 117–18, Ex. 12.)

¹ Silow used his son's name, Alexander, “to perpetrate his deception.” (*Id.* at ¶ 63.)

² Hartleib copied Alfred Yates, who Hartleib admits is an attorney based in Pittsburgh, as well as two other employees of the Firm. (*See id.* at p. 117, Ex. 12; Doc. No. 33 at p. 10.)

That same day, Hartleib called Ross-Williams, who Plaintiffs represented in the Sprint derivative action, and “verbally harassed and threatened” her. (*Id.* at ¶ 71.) For example, Hartleib told Ross-Williams that the Firm was a “criminal enterprise” and not serving her interests as a Sprint shareholder. (*Id.*) Ross-Williams felt “shocked, disturbed, harassed and threatened” during the call, and asked Hartleib not to contact her again. (*Id.* at ¶¶ 73–74; *see also id.* at pp. 120–23, Ex. 13.) Nonetheless, the following day, Hartleib emailed Ross-Williams, copying fifteen members of the bar³ and the Kansas State Court’s administrative assistant:

Dear Ms. Williams, it was a pleasure speaking with you this evening . . . I find it unconscionable that your attorneys failed to inform you of Judge Vano’s rulings or that an Appeal was filed on your behalf. I do believe that you are a[n] unwitting victim of their fraud committed against the Court. As we discussed they have submitted millions of dollars in fraudulent billing in your case. As I informed you that this was not just my opinion, the Judge in your case came to a similar conclusion. In fact, your attorney has now admitted to at least 1.6 million dollars in fraudulent bills submitted to the Court . . . I am no expert, but when a Firm admits criminal acts in a case I believe they are obligated to notify you as the Plaintiff. Mr. Weiser and his Firm have already contacted their Bar associations and other Courts to report their criminal acts. I have contacted the district attorney’s offices in Pennsylvania and Kansas and will be filing formal complaints . . . As you can see by the letters from Mr. Weiser they are in a lot of trouble, but claim they are victims of Mr. Silow. I will provide incontrovertible proof that Mr. Weiser et. al. is just as guilty as Mr. Silow. This is just the tip of the iceberg.

(*Id.* at ¶ 77; *id.* at pp. 125–26, Ex. 14.)

In response, Plaintiffs sent Hartleib a cease-and-desist letter, which Hartleib ignored. Hartleib also emailed Weiser, fifteen members of the bar⁴ and the Kansas State Court’s administrative assistant:

For you to characterize [the phone call with Ross-Williams and follow-up email] as harassment is another blatant attempt to distract and obfuscate your fraudulent

³ Again, Hartleib copied Yates (located in Pittsburgh) and at least two other employees of the Firm. (*See id.* at p. 125, Ex. 14.)

⁴ Hartleib again included Yates (based out of Pittsburgh) and at least two other employees of the Firm on the email. (*See id.* at p. 129, Ex. 14.)

acts and bastardization of the judicial system. I caution you, that by coercing your ‘client’ to misstate facts regarding our call will only inflict additional damage to what little credibility you have left. You Sir, and your coconspirators are the ones that need to Cease and Desist. Your so-called ‘client’ is representing my interest and her attorneys are corrupt, therefore I will neither Cease nor Desist. As far as your not so veiled [sic] threat that Ms. Williams ‘reserves all of her rights’, if you are threatening legal action against me, feel free, I will be happy to waive service to expedite said action. I find the prospects of discovery quite compelling. Your threats do nothing but, strengthen my resolve and galvanize my convictions. Call it a personality defect! Instead of wasting my time, I would suggest you consult an ethics attorney, that’s right, you already have!

(*Id.* at ¶ 79; *id.* at p. 129, Ex. 14.)

Because of Hartleib’s harassing conduct, the Kansas Appeals Court issued a protective order on March 30, 2017, prohibiting Hartleib from contacting Ross-Williams. (*Id.* at ¶ 80.) On two separate occasions, Hartleib sought to have the protective order lifted, but those motions were denied. (*Id.* at ¶¶ 81–82.) After the Firm opposed one such attempt, Hartleib emailed Weiser and copied eight other members of the bar (including other employees of the Firm):

Rob, your ability to set the bar at new lows, never disappoints! . . . Your attempt to mislead the Appellate Court with incomplete records might be your standard operating procedure, but I believe it will cost you when I seek sanctions. Your personal attacks smack of desperation, they do nothing to dissuade me, in fact they galvanize my convictions and strengthen my resolve! . . . Your ill-advised actions, and ad-hominem attacks are making the Weiser Firm radioactive!

(*Id.* at ¶ 83; *id.* at p. 131, Ex. 15.)

Plaintiffs also allege that, as part of Hartleib’s campaign against Plaintiffs, Hartleib gave a tip to the *Wall Street Journal* about Silow’s disbarred status in Pennsylvania, his role as a document reviewer in the Sprint derivative action, and that Plaintiffs received only 10% of the requested attorneys’ fees in the Sprint Derivative Settlement, leading to a highly-publicized article. (*Id.* at ¶¶ 85–87.)

In addition, Plaintiffs claim that on April 25, 2017, Hartleib mailed several copies of an “anonymous” letter strewn with profanities to six Court of Common Pleas of Chester County

judges, which was forwarded to Weiser the following day. (*Id.* at ¶¶ 89–92; *id.* at pp. 137–43, Ex. 17.)

Hartleib’s vendetta against the Firm continued into early 2018, when he telephoned Abelson Legal Search located in Philadelphia—the organization that had placed Silow at the Firm and who the Firm had sued in the aftermath of learning about Silow’s disbarment. (Doc. No. 33.) After the call, Hartleib emailed Cathy Abelson, explaining:

I am the person who has exposed the fraud committed by the Weiser firm in the case that has brought Mr. Silow’s criminal past and disbarred status into focus . . . Their actions in this case are truly unconscionable . . . they have filed multiple purjurious [sic] declarations and will stop at nothing to protect their duplicitous acts and criminal enterprise . . . I am hopeful that we can work together and facilitate a cross-complaint against the Weiser firm . . . I know where the bodies are buried and intend to dig them up.

(Doc. No. 33-3 at p. 2.) Abelson questioned Hartleib’s motivation for contacting the search firm. Hartleib responded that he could help Abelson “defeat” the Firm in the Firm’s suit against Abelson, and referred to the cease-and-desist letters hung on his office wall “as troph[ies] commemorating [his] accomplishments exposing corrupt firms such as (Weiser) et.al. [sic].” (*Id.* at p. 4.) Hartleib concluded,

I can facilitate a cross-complaint that could lead to the demise of the Weiser Firm and damages for Abelson . . . Weiser et.al. [sic] are corrupt and inept. After all, a layperson has defeated and humiliated them, and I am far from finished. I predict when over certain attorneys may not be practicing law in the future.

(*Id.* at pp. 4–5.)

On February 24, Hartleib emailed the Abelson Search Firm a third time, writing:

I just found out [Weiser’s] firm was appointed lead in a huge nationwide suit. I will be working tonight and tomorrow on an Amicus Brief, whereby I will inform the court of his criminal acts in the Sprint case, ongoing PA Bar investigation and forthcoming Order from the Kansas Court of Appeals. His firm is unfit to be lead Counsel in any representative suit at this time.

(*Id.* at p. 3.) Undeterred by a lack of response, on June 2, Hartleib emailed Abelson yet again,

asking “are you interested in working together to commence an action against the Weiser firm?

Why won’t you have your attorneys contact me?” (*Id.* at p. 6.)

Meanwhile, Hartleib simultaneously initiated contact with Thomas Goggin, a Detective Sergeant at the Chester County District Attorney’s Office in Chester County, Pennsylvania. (Doc. No. 33 at p. 7.) On March 13, 2018, Hartleib told Detective Goggin “the Weiser firm is claiming to be victim of Mr. Silow, when there is irrefutable proof they knew of Mr. Silow [sic] fraud and conspiracy against the court.” (Doc. No. 33-3 at p. 8.) The following day, Hartleib responded to Detective Goggin’s follow-up questions, emphasizing that “the Weiser firm knew exactly who Silow was and the Weiser [sic] was lying.” (*Id.* at p. 7.) A week later, on March 22, Hartleib told Detective Goggin: “Weiser knew exactly who Silow was! I was hopeful [Abelson] would want to work together but I have not heard back from there [sic] lawyers. I am going to bring a civil suit against Weiser. Were you able to find the misdemeanor charges against Silow!” (*Id.* at p. 9.) Detective Goggin informed Hartleib that he did not “have anything new to report” but would “get back to [him].” (*Id.*)

About two months later, in May 2018, Hartleib circulated the Kansas Appeals Court opinion upholding the reduced attorneys’ fees award to Detective Goggin and asked: “Were you ever able to find the charges filed against Silow? I can’t believe that the[y] can commit perjury and try to defraud the court and Sprint and walk away with 450k . . . Alexander Silow [Jeffrey Silow’s son] knew and was likely receiving payments from Weiser.” (*Id.*) Hartleib also said that he was going to file a Bar complaint and commence a civil action, though he did not specify whether such action would be taken against Weiser or Alexander Silow. (*Id.*) Six months later, Hartleib had clearly not let the subject die, emailing Detective Goggin yet again “to see if any action was taken by [Goggin’s] department.” (Doc. No. 33 at p. 8.)

At the same time, Hartleib's emails to Weiser and others about Plaintiffs continued unabated. For example, on May 19, 2018, Hartleib emailed Weiser and eight other members of the bar: "Plaintiff Counsel, and I use this term loosely, when making false allegations against a party I would suggest you at least get it right. I am no expert, but I am pretty sure it would be libelous! I will demonstrate its proper use posthaste!" (Doc. No. 1 at ¶ 93.) Further, on June 2, 2018, Hartleib emailed Weiser, eleven other members of the bar (including other employees of the Firm), and the Kansas State Court's administrative assistant regarding media coverage of a State Street lawsuit (which Plaintiffs were not involved in), stating:

It is clear that the Plaintiff's Bar is rife with corruption, in both Class Action and Derivative cases. Much like the fraud Weiser et.al. [sic] committed in the 'Ross-Williams' case, it appears to be standard operating procedure for many firms to submit millions in fraudulent fee requests upon the Court . . . At present, it appears Weiser et.al. [sic] has not been out done, as there is no mention of the unlicensed practice of law by a convicted felon using an alias. I will be contacting the Special Master, and filing an Amicus Brief in the State Street case to inform them of the chicanery that has taken place in the 'Ross-Williams' case. Although entirely unrelated, it presents a troubling pattern of fraud and corruption in these lawyer driven cases . . . The actions of Weiser et.al. [sic] and the Firms in the State Street case is the very definition of Racketeering[.]

(*Id.* at ¶ 94; *id.* at p. 148, Ex. 19.)

In the midst of all this, Hartleib began inserting himself into the Firm's pending litigations. (*Id.* at ¶¶ 95–96.) In *In re Equifax, Inc. Derivative Litigation* (N.D. Ga.), Plaintiffs sought to be appointed as Co-Lead Counsel, and Hartleib tried to thwart their appointment by filing an amicus brief. (*Id.* at ¶ 101; *id.* at pp. 153–62, Ex. 21.) In doing so, Hartleib unleashed a host of allegations, including that the Firm "lied, misl[ed] the court," "used an unfit plaintiff," engaged "in fraudulent billing," operated a "criminal enterprise," and displayed "hubris and utter contempt for the Court." (*Id.* at ¶¶ 102–03.) Hartleib posited: "[W]hat is going on at the Weiser firm? Either they are corrupt, or entirely inept[.]" (*Id.* at ¶ 105.) Ultimately, the court denied the Firm's motion to be appointed co-lead counsel, and Hartleib "took credit for this result." (*Id.*

at ¶ 109.)

Hartleib also attempted to interject in *In re Big Lots, Inc. Shareholder Litigation* (S.D. Ohio), after settlement of the derivative claims had already received preliminary approval. The court granted final approval to the settlement on August 28, 2018, and in its opinion, noted that Hartleib had emailed the court to raise concerns about the Firm’s billing practices:

On August 24, 2018, well after the time to object and the fairness hearing took place, the Court received an email from [Hartleib], a shareholder who had an interest in a different case involving The Weiser Firm . . . Hartleib raised concerns over Weiser’s billing practices in this prior case and stated that he wanted to inform the Court so that it could scrutinize the fee request in this case . . . Hartleib does not indicate that he is a shareholder in Big Lots or otherwise an interested party in this case. Furthermore, the Court always scrutinizes the billing records of plaintiffs’ counsel before approving fee awards.

(*Id.* at ¶¶ 110–15; *id.* at pp. 182–94, Ex. 25.)

Hartleib allegedly targeted *In re CenturyLink Sales Practices and Securities Litigation* (D. Minn.) next, a consolidated derivative action in which the law firm of Bragar Eagle & Squire, P.C. moved to be appointed lead counsel and proposed that the Weiser Law Firm be included as part of its support structure. (*Id.* at ¶¶ 116–18.) Even though the Firm was not seeking appointment as lead counsel, Hartleib filed an amicus brief in opposition of its appointment to “inform [the] Court of ongoing troubling actions by” the Firm. (*Id.* at ¶¶ 117–18.) On March 6, 2019, he attended a hearing before the court, reiterating his accusations against the Firm, stating, “I know for a fact that the Weiser firm knew who Mr. Silow was and that will come out, you know, during the course of the litigation . . . These firms, when these firms are up to no good, when they are billing illusory hours . . .” (*Id.* at ¶¶ 129, 131; *id.*, Ex. 27.) After the hearing, Hartleib forwarded his amicus brief to the Kansas State Court’s administrative assistant and copied other members of the bar who had been involved in the Sprint derivation action,⁵

⁵ This included Yates (based out of Pittsburgh) and two other employees of the Firm. (*See id.* at p. 264,

writing: “I thought that the Honorable Vano would be interested to know that my quest to expose lawyer driven litigation and corruption rife throughout the Plaintiffs Bar continues.” (*Id.* at ¶¶ 134–36; *id.* at pp. 264–65, Ex. 28.) Ultimately, the *CenturyLink* court appointed as lead counsel Bragar Eagle & Squire, whose proposed support structure included the Firm. (*Id.* at ¶ 143.)

Finally, Hartleib initiated his own lawsuit against Plaintiffs in Kansas State Court, asserting claims for legal malpractice/breach of fiduciary duty, violation of the Kansas Consumer Protection Act, and abuse of process. (*Id.* at ¶ 159; *id.* at pp. 308–21, Ex. 33.) After its removal to federal court, the District of Kansas court dismissed the case and denied reconsideration, and Hartleib appealed.

Plaintiffs argue that, taken together, the allegations and evidence proffered detailing Hartleib’s actions towards Plaintiffs in Pennsylvania demonstrate that personal jurisdiction and venue are proper in this case. (Doc. Nos. 12, 25, 33.)

II.

Under Federal Rule of Civil Procedure 12(b)(2), a defendant may move to dismiss a claim for lack of personal jurisdiction. Fed. R. Civ. P. 12(b)(2). “The burden of demonstrating the facts that establish personal jurisdiction falls on the plaintiff,” *Metcalfe v. Renaissance Marine, Inc.*, 566 F.3d 324, 330 (3d Cir. 2009) (internal quotation marks and citations omitted), and the plaintiff must do so with “reasonable particularity,” *Batista v. O’Jays, Inc.*, Civil Action No. 18-0636, 2019 WL 400060, at *3 (E.D. Pa. Jan. 30, 2019) (quoting *Mellon Bank PSFS, Nat’l Ass’n v. Farino*, 960 F.3d 1217, 1223 (3d Cir. 1992)). When a court does not hold an evidentiary hearing, as is the case here, the plaintiff need only state a prima facie case of personal

Ex. 28.)

jurisdiction. *D’Jamoos ex rel. Estate of Weingeroff v. Pilatus Aircraft Ltd.*, 566 F.3d 94, 102 (3d Cir. 2009); *Metcalf*, 566 F.3d at 330.

In reviewing a 12(b)(2) motion, “a court must accept all of the plaintiff’s allegations as true and construe disputed facts in favor of the plaintiff.” *Lionti v. Dipna, Inc.*, Civil Action No. 17-01678, 2017 WL 2779576, at *1 (E.D. Pa. June 27, 2017) (quoting *Pinker v. Roche Holdings, Ltd.*, 292 F.3d 361, 368 (3d Cir. 2002)); *see also Metcalf*, 566 F.3d at 330; *Toys “R” Us, Inc. v. Step Two, S.A.*, 318 F.3d 446, 457 (3d Cir. 2003). Nonetheless, “once a defendant has raised a jurisdictional defense, the plaintiff must prove by affidavits or other competent evidence that jurisdiction is proper.” *Metcalf*, 566 F.3d at 330. A plaintiff may not merely rely on the allegations in the complaint to establish that jurisdiction exists. *See Lionti*, 2017 WL 2779576, at *1; *Pendergrass-Walker v. Guy M. Turner, Inc.*, Civil Action No. 16-5630, 2017 WL 2672634, at *3 (E.D. Pa. June 21, 2017); *Goodway Grp. v. Sklerov*, Civil Action No. 18-0900, 2018 WL 3870132, at *3 (E.D. Pa. Aug. 15, 2018); *Gutierrez v. N. Am. Cerruti Corp.*, Civil Action No. 13-3012, 2014 WL 6969579, at *2 (E.D. Pa. Dec. 9, 2014); *Yearwood v. Turner Constr. Co.*, Civil Action No. 09-5945, 2011 WL 570003, at *2 (E.D. Pa. Feb. 15, 2011).

A. Personal Jurisdiction Legal Standard

A district court may exercise personal jurisdiction over a non-resident defendant to the extent permitted by the law of the state in which the court sits. *O’Connor v. Sandy Lane Hotel Co.*, 496 F.3d 312, 316 (3d Cir. 2007); *see also Mellon Bank*, 960 F.2d at 1221. Pennsylvania’s long-arm statute extends jurisdiction over a non-resident defendant who causes “harm or tortious injury in the Commonwealth by an act or omission outside the Commonwealth,” *see* 42 Pa. Const. Stat. Ann. § 5322(a)(4); *see also Eubanks v. Filipovich*, Civil Action No. 12-4299, 2012 WL 6731123, at *2 (E.D. Pa. Dec. 27, 2012), or who transacts business within the

Commonwealth, *see* 42 Pa. Const. Stat. Ann. § 5322(a)(4); *Cerciello v. Canale*, Civil Action No. 12-6933, 2013 WL 3939580, at *5 (E.D. Pa. July 3, 2013). The statute also authorizes courts to assert personal jurisdiction to the fullest extent allowed under the United States Constitution. 42 Pa. Const. Stat. Ann. § 5322(b); *see also O'Connor*, 496 F.3d at 316; *D'Jamoos*, 566 F.3d at 102. Even though §§ 5322(a)(1) or (4) provide a basis for asserting personal jurisdiction over a defendant, the exercise of such jurisdiction must still comport with the requirements of due process. *See Eubanks*, 2012 WL 6731123, at *2; *Cerciello*, 2013 WL 3939580, at *6.

Under the Due Process Clause of the Fourteenth Amendment, for a court to exercise personal jurisdiction over a non-resident defendant, the *defendant*⁶ must “have certain minimum contacts with [the state] such that the maintenance of the suit does not offend ‘traditional notions of fair play and substantial justice.’” *Int'l Shoe Co. v. State of Wash., Off. of Unemployment Compensation & Placement*, 326 U.S. 310, 316 (1945) (citation omitted); *see also O'Connor*, 496 F.3d at 316 (“[I]n determining whether personal jurisdiction exists, we ask whether, under the Due Process Clause, the defendant has ‘certain minimum contacts with . . . [Pennsylvania] such that the maintenance of the suit does not offend traditional notions of fair play and substantial justice.’” (citation omitted)); *D'Jamoos*, 566 F.3d at 102 (same).

There are two types of personal jurisdiction: general jurisdiction and specific jurisdiction. *O'Connor*, 496 F.3d at 317. “General jurisdiction is all-purpose” in that it

⁶ Hartleib spends over half of his supplemental brief discussing *Plaintiffs'* contacts with California. (*See generally* Doc. No. 32 at pp. 1–7; *see, e.g., id.* at p. 3 (“At the time this cause of action arose, Plaintiffs were subject to jurisdiction in the state of California. It is Mr. Hartleib’s position . . . that they are still subject to general jurisdiction in California[.]”); *id.* at p. 5 (“Plaintiffs’ substantial ongoing activities and presence in the state of California greatly outweighs their corporeal presence in Pennsylvania.”); *id.* at p. 6 (“Plaintiffs’ entire argument that Mr. Hartleib’s alleged actions were directed at Pennsylvania is contradicted by their overwhelming presence in California and their pleadings and exhibits.”). Given Hartleib’s fixation with Plaintiffs’ contacts with California, we find it necessary to emphasize the rudimentary principle that the personal jurisdiction inquiry focuses on the *defendant’s* contacts with the forum, *not the plaintiff’s*).

“allow[s] a court to exercise jurisdiction over the defendant for any claim lodged against that party.” *PPG Indus., Inc. v. Jiangsu Tie Mao Glass Co., Ltd.*, 2:15-cv-00965, 2020 WL 1526940, at *3 (W.D. Pa. Mar. 31, 2020). Because Hartleib is a citizen of California and is not at home in Pennsylvania, Plaintiffs rightly do not argue that we have general jurisdiction over him.

In contrast, specific jurisdiction exists where the claims arise from or relate to the defendant’s contacts with the forum state. *IMO Indus. v. Kiekert AG*, 155 F.3d 254, 265–66 (3d Cir. 1998). “Because this analysis depends on the relationship between the claims and contacts, we generally evaluate specific jurisdiction on a claim-by-claim basis.” *Marten v. Godwin*, 499 F.3d 290, 296 (3d Cir. 2007) (citation omitted); *see also Vizant Tech., LLC v. Whitchurch*, 97 F. Supp. 3d 618, 628 (E.D. Pa. 2015). Under the traditional test, to determine whether specific jurisdiction exists, courts in this Circuit consider whether (1) the defendant “purposefully directed its activities at the forum”; (2) the litigation “arise[s] out of or relate[s] to at least one of those activities”; and (3) if “the exercise of jurisdiction otherwise comports with fair play and substantial justice.” *O’Connor*, 496 F.3d at 317 (internal quotation marks and citations omitted); *see also D’Jamoos*, 566 F.3d at 102.

In addition, the Supreme Court has endorsed a separate specific jurisdiction test for intentional tort claims, “which places emphasis upon the *effects* of a defendant’s actions in the forum state.” *Vizant Tech.*, 97 F. Supp. 3d at 628 (citing *Calder v. Jones*, 465 U.S. 783 (1984)) (emphasis added). The Third Circuit has instructed that, under the Supreme Court’s *Calder v. Jones* decision, a plaintiff may demonstrate that personal jurisdiction exists if he or she shows: “(1) the defendant committed an *intentional tort*; (2) *the plaintiff felt the brunt of the harm in the forum* such that the forum can be said to be the focal point of the harm suffered by the plaintiff as a result of that tort; and (3) *the defendant expressly aimed his tortious conduct at the forum* such

that the forum can be said to be the focal point of the tortious activity.” *Marten*, 499 F.3d at 297 (quoting *IMO Indus.*, 155 F.3d at 265–66) (emphasis added); *Remick v. Manfredy*, 238 F.3d 248, 258 (3d Cir. 2001). This is known as the “effects test.” *Marten*, 499 F.3d at 297.

The “effects test” allows a plaintiff to “demonstrate a court’s jurisdiction over a defendant even when the defendant’s ‘contacts with the forum alone . . . are too small to comport with the requirements of due process’ under [the] traditional analysis.” *Id.*; *see also IMO Indus.*, 155 F.3d at 265 (explaining that *Calder* recognized that “the unique relations among the defendant, the forum, the intentional tort, and the plaintiff may under certain circumstances render the defendant’s contacts with the forum—which otherwise would not satisfy the requirements of due process—sufficient”). That said, the Third Circuit has recognized that “*Calder* did not change the fact that even in intentional tort cases the jurisdictional inquiry ‘focuses on the relations among the defendant, the forum, and the litigation.’” *Id.* (citation omitted). “Nor did *Calder* carve out a special intentional torts exception to the traditional specific jurisdiction analysis, so that a plaintiff could always sue in his or her home state.” *Id.*; *see also Marten*, 499 F.3d at 298 (“[T]he state of a plaintiff’s residence does not on its own create jurisdiction over nonresident defendants.”).

Accordingly, the mere fact that a plaintiff suffers harm in the forum state is not enough to give rise to personal jurisdiction in that state. *See, e.g., id.* at 297 (“Even if a defendant’s conduct would cause foreseeable harm in a given state, such conduct does not necessarily give rise to personal jurisdiction in that state.”); *IMO Indus.*, 155 F.3d at 265 (“[J]urisdiction under *Calder* requires more than a finding that the harm caused by the defendant’s intentional tort is primarily felt within the forum.”); *Vizant Tech.*, 97 F. Supp. 3d at 629 (“*Calder*’s test . . . is not necessarily satisfied by the ‘mere allegation that the plaintiff feels the effect of the defendant’s

tortious conduct in the forum because the plaintiff is located there.’ (citation omitted)); *Applied Tech. Int’l, Ltd. v. Goldstein*, No. Civ.A. 03-848, 2004 WL 2360388, at *3 (E.D. Pa. Oct. 20, 2004) (“[J]urisdiction in intentional tort cases will not lie automatically in the plaintiff’s home state simply because the plaintiff feels the brunt of the harm there.” (citation omitted)).

Rather, to establish that a defendant “expressly aimed” his conduct at the forum state, the plaintiff must show “the defendant *knew* that the defendant would suffer the brunt of the harm caused by the tortious conduct in the forum, *and point to specific activity* indicating that the defendant expressly aimed its tortious conduct at the forum.” *Marten*, 499 F.3d at 297 (citation omitted); *IMO Indus.*, 155 F.3d at 266. Thus, “[s]imply asserting that the defendant knew the plaintiff’s principal place of business was located in the forum [is] insufficient in itself to meet [the expressly aimed] requirement.” *Id.* at 265.

B. Specific Jurisdiction Analysis

As noted above, we must analyze specific jurisdiction with respect to each of Plaintiffs’ seven claims. *See Remick*, 238 F.3d at 255 (“Such a determination is claim specific because a conclusion that the District Court has personal jurisdiction over [a] defendant[] as to a particular claim . . . does not necessarily mean that it has personal jurisdiction over that same defendant as to [the plaintiff’s] other claims.”). We address each claim in turn, beginning with the two non-intentional torts claims, which we analyze under the traditional test, and then the five intentional tort claims, which we analyze under the *Calder* effects test.

Count I: Vexatious Litigant Order

Plaintiffs seek to enjoin Hartleib from filing any action against Plaintiffs, making any filing or submission in any case involving Plaintiffs, or contacting any person with respect to Plaintiffs. Under 28 U.S.C. § 1651(a), a district court is permitted to enjoin vexatious litigants

“when it believes that the abusive conduct will continue if not restrained.” *Whitewood v. Sec’y Pa. Dep’t of Health*, 621 F. App’x 141, 144 (3d. Cir. 2015); *see also Wright v. JPMorgan Chase Bank, Nat’l Ass’n*, Civil No. 18-8311(RMB/AMD), 2019 WL 5587262, at *8 (D.N.J. Oct. 30, 2019) (“Courts in the Third Circuit have made clear that a pattern of groundless and vexatious litigation will justify an order prohibiting further filings without permission of the court.”) (quoting *Chipps v. U.S. Dist. Ct. for the Middle Dist. of Pa.*, 882 F.2d 72, 73 (3d Cir. 1989)).

Plaintiffs allege that a number of Hartleib’s acts provide the basis for entry of a vexatious litigant order, including, *inter alia*, contacting and harassing Ross-Williams; sending “multiple email missives” to Weiser and attorneys from other law firms involved in the Sprint Derivative Settlement and to the Court; submitting amicus briefs and attending hearings in unrelated litigations; and suing Plaintiffs for malpractice despite the fact that Hartleib was never their client. (Doc. No. 1 at ¶ 172(a)-(o).)

Under the traditional test, we must first determine whether Hartleib purposefully directed his activities at Pennsylvania. To show that they have satisfied the purposeful availment prong, Plaintiffs rely on Hartleib’s various communications with Weiser in Pennsylvania and the anonymous letter he allegedly sent to Chester County judges, among others. (Doc. No. 12 at pp. 25–26.)

Hartleib submits that he has never been to Pennsylvania (Doc. No. 9-2 at p. 2), but ignores that Plaintiffs need not show that he “physically stepped into the forum state.” *PPG Indus.*, 2020 WL 1526940, at *4 (citing *Burger King v. Rudzewicz*, 471 U.S. 462, 476 (1985)). During oral argument, Hartleib also boldly maintained that “wire-type communications,” such as emails and phone calls, “do not qualify as purposefully directing activities to a forum.” (Oral Argument Tr. at 13:4–7.) Hartleib is mistaken. The Third Circuit has held that “mail and

telephone communications sent by the defendant into the forum may count toward the minimum contacts that support jurisdiction.” *Grand Entm’t Grp., Ltd. v. Star Media Sales, Inc.*, 988 F.2d 476, 482 (3d Cir. 1993); *see also PPG Indus.*, 2020 WL 1526940, at *4.

Perhaps more to Hartleib’s point, “[t]he mere fact that email, phone calls, or regular mail end up in the forum state is not enough to show purposeful availment.” *Id.* Rather, the plaintiff must show that the defendant “deliberately reached into Pennsylvania to target . . . its citizens.” *Id.* (citing *O’Connor*, 496 F.3d at 318). Ultimately, “the contacts need not be monumental—they are called minimum contacts, after all—but they must be deliberate.” *PPG Indus.*, 2020 WL 1526940, at *4 (citing *O’Connor*, 496 F.3d at 318).

In evaluating Hartleib’s contacts with Pennsylvania, we do not consider the anonymous letter sent to Chester County judges, since Hartleib has submitted an affidavit, averring that he did not send the letter, and Plaintiffs do not proffer any evidence contradicting Hartleib’s assertion. (*See* Doc. No. 9-2 at p. 2). *See Kurz v. Holiday Hospitality Franchising*, Civil Action No. 19-2189, 2019 WL 5068646, at *2 (E.D. Pa. Oct. 9, 2019) (“To counter opposing affidavits, plaintiffs may not repose upon their pleadings in this manner. Rather, they must counter defendant’s affidavits with contrary evidence[.]” (internal quotation marks and citations omitted)).

Several of the emails Plaintiffs claim form the basis for seeking a vexatious litigant order were not directed to Pennsylvania. For example, Plaintiffs assert that Hartleib directed many emails in which he criticized and attacked Plaintiffs to the Kansas State Court’s administrative assistant, other members of the bar, and Ross-Williams (a client of the Firm’s located in Michigan)—*none* of whom Plaintiffs even attempt to allege lived in Pennsylvania.⁷

⁷ We note, however, that Hartleib himself admits that Yates was copied on several of the emails, and that Yates was based out of Pittsburgh. Further, the emails show that other members of the Firm were often

In addition, Plaintiffs rely on communications between Hartleib and Weiser, in which Hartleib purportedly reached out to Weiser in Pennsylvania concerning the Sprint derivative action. (*See* Doc. No. 1 ¶ 172(b) (Hartleib “improperly sought a share of the Law Firm’s attorneys’ fees from any Sprint derivative action in which he might be a plaintiff represented by the Law Firm”); ¶ 172(c) (Hartleib “offered to withdraw his objection to the Sprint Derivative Settlement in exchange for a consulting agreement with the Law Firm”).) Even if Hartleib’s calls to Weiser constituted purposeful availment of Pennsylvania, Plaintiffs do not explain how any of their causes of action—let alone their vexatious litigant order claim—arose out of those two communications. Indeed, the only argument Plaintiffs make is that Hartleib sought to enter into a fee sharing or consulting arrangement with Plaintiffs and because Plaintiffs declined, Hartleib launched a campaign of harassment against them. Plaintiffs also rely on the fact that Hartleib sought legal representation from Weiser in Pennsylvania (Doc. No. 12 at p. 27; Doc. No. 25 at p. 8), but again Plaintiffs do not show how their vexatious litigant claim arises out of those very early communications, especially when the parties did not have contact for years afterwards—on its very face, any connection would be extremely attenuated. We conclude that such communications are insufficient to establish personal jurisdiction.

Plaintiffs also point to Hartleib’s communications with courts and his filings in other shareholder litigations (*see, e.g.*, Doc. No. 1 at ¶ 172(i) (Hartleib “opposed the Law Firm’s application as co-lead counsel [sic] the Equifax Derivative Litigation” and submitted an amicus brief); ¶ 172(j) (Hartleib “initiated *ex parte* communication with Judge Watson in the *Big Lots* derivative litigation”); ¶ 172(k)-(l) (Hartleib submitted an amicus brief and appeared before the court “in unsuccessful opposition to the Law Firm’s appointment as lead counsel in the

copied on the emails.

CenturyLink Derivative Litigation”)), but do not allege that *any* of those courts, judges, or cases were located in Pennsylvania or otherwise explain how those communications and filings were directed at Pennsylvania. Ultimately, Plaintiffs do not show how the other litigations in which Hartleib inserted himself, or the litigation that Hartleib initiated against Plaintiffs,⁸ have any nexus to Pennsylvania. Plaintiffs largely hang their hat on the fact that the Firm is a Pennsylvania-based business and Weiser is a Pennsylvania resident, so the brunt of the harm was felt in the forum. But Plaintiffs do not cite to any case holding that is enough to establish personal jurisdiction.

Last, in their supplemental brief, Plaintiffs claim that Hartleib’s emails to Abelson and Detective Goggin “indicat[e] his clear intent to engage in baseless legal process against Plaintiffs solely with the aim of abusing them.” (Doc. No. 33 at p. 9.) While the evidence shows that Hartleib reached out to Abelson in Pennsylvania regarding filing a cross-complaint against Plaintiffs, nothing appeared to come of it—no court filings, no new actions initiated, et cetera. Indeed, Plaintiffs admit that settlement negotiations between Abelson and Plaintiffs began in earnest in March 2018—shortly *after* Hartleib initially reached out to Abelson. (*Compare* Doc. No. 33 at p. 6 n.4 *with* Doc. No. 33-3 at p. 2.) Although Hartleib’s emails to Detective Goggin suggest that he may file a bar complaint and commence a civil action, it is unclear against whom he would take such action—the Silows or Plaintiffs. Taking the facts in the light most favorable

⁸ Plaintiffs also claim that the fact that they were served with Hartleib’s Kansas lawsuit in Pennsylvania somehow establishes personal jurisdiction over Hartleib in Pennsylvania in this action but do not cite any case law to support that contention. (Doc. No. 12 at p. 26; Doc. No. 25 at p. 9.) At least one court in this Circuit has explicitly rejected such an argument. *See Farkas v. Rich Coast Corp.*, Civil Action No. 2:13-cv-00926, 2014 WL 550594, at *20 (W.D. Pa. Feb. 11, 2014) (in personal jurisdiction analysis over abuse of process claim, rejecting plaintiff’s argument that the fact that she was served with process on a Replevin action at her Pittsburgh residence establishes personal jurisdiction, and reasoning that “[t]he act of serving process of the Replevin action on Plaintiff in the Western District is not sufficient to show that [that defendant] purposefully directed the Replevin action at the Western District of Pennsylvania”).

to Plaintiffs, Plaintiffs have not shown that any action was actually commenced against them in Pennsylvania.

Significantly, Plaintiffs do not cite a single case in which the plaintiffs sought a vexatious litigant order as an independent cause of action and in which the court found that the exercise of personal jurisdiction was proper. Indeed, personal jurisdiction was not at issue in any of the cases cited in Plaintiffs' complaint, *see, e.g., Fessler v. Sauer*, 455 F. App'x 220, 224–35 (3d Cir. 2011) (noting that the plaintiff may not “file as many lawsuits as he wants until he gets the result he wants”); *Brow v. Farrelly*, 994 F.2d 1027, 1030 (3d Cir. 1993) (vacating the district court's *sua sponte* order restraining the plaintiff from filing any subsequent lawsuits against the Virgin Islands government or its officers in their official capacities and from ever filing any document in the District Court of the Virgin Islands without prior approval); *Chipps*, 882 F.2d at 73 (involving a series of suits filed in the Middle District of Pennsylvania over the plaintiff's obligation to repay a student loan incurred while he was a student in Wilkes Barre, Pennsylvania in which the Court of Appeals concluded that the plaintiff could not file any complaint or other paper in any way concerning his attendance at college or his student loan); *Drone Techs., Inc. v. Parrot S.A.*, Civil Action No. 2:14-cv-00111-AJS, 2015 WL 4545291, at *3 (W.D. Pa. July 21, 2015) (awarding attorneys' fees where the defendants “advanced ‘presumably false positions’ and engaged in ‘tactical and pervasive defiance’ of the Court”), or in their briefs (Doc. No. 12 pp. 25-27; Doc. Nos. 25, 33.)

We dismiss Count I for lack of personal jurisdiction.

Count V: Negligent Misrepresentation

Plaintiffs allege that Hartleib negligently misrepresented to multiple third parties—including Plaintiffs' client Ross-Williams and the *Equifax* and *Big Lots* courts—that Plaintiffs

were corrupt and inept in their legal and ethical practices.⁹ (Doc. No. 1 at ¶¶ 208–21.) Plaintiffs then plead that those third parties relied on these misrepresentations, and, as a result, Plaintiffs suffered. (*Id.* at ¶¶ 203–22.)

To state a negligent misrepresentation claim, a plaintiff must show that “(1) the defendant made a misrepresentation of material fact, (2) with knowledge of its falsity, (3) with the intent to induce the plaintiff to act on it, and (4) *injury must result to the plaintiff, acting in justifiable reliance on the misrepresentation.*” *Tredennick v. Bone*, 323 F. App’x 103, 105 (3d Cir. 2008) (citing *Bortz v. Noon*, 556 A.2d 555, 561 (Pa. 1999)) (emphasis added); *see also Med. Consultants Network, Inc. v. Cantor & Johnston, P.C.*, No. CIV.A. 99-0528, 2001 WL 10788, at *4 (E.D. Pa. Dec. 27, 2000). As a preliminary matter, Plaintiffs do not explain how Hartleib’s alleged misrepresentations to *third parties*, such as the courts in the *Equifax* and *Big Lots* derivative litigations and their client, Ross-Williams, create or otherwise support a negligent misrepresentation cause of action for *Plaintiffs*.

Moreover, the sole case on which Plaintiffs rely to support their argument—*PJI Distribution Corp. v. Top of the Line Office Furniture*, Civil No. 07-1551, 2007 WL 2667978 (E.D. Pa. Sept. 4, 2007)—is inapposite. In *PJI Distribution Corp.*, two commercial entities (Top of the Line Furniture (TOL) and National Furniture Brokers (NFB)) and their officers formed a joint venture to acquire and resell Ernst & Young furniture. *Id.* at *1. One of their officers, Doug Smith, contacted Tony Guhr to assist in finding a buyer for the furniture, and Guhr in turn contacted potential buyer Ira Pressman in Pennsylvania. *Id.* Ultimately, Pressman, an officer for

⁹ During oral argument, Plaintiffs’ counsel stated that “the misrepresentations that are made by Mr. Hartleib related to whether Weiser was his lawyer and what occurred in the context of that purported representation.” (Oral Argument Tr. 29:22–25.) That particular allegation is nowhere in Count V of the complaint, but even if it were, it would not change our analysis below.

the plaintiff, PJI, learned that the furniture was 15 years old, contrary to his belief at the time of contracting that the furniture was 10 years old. *Id.* at *2. Pressman demanded the return of PJI's deposit, but the sellers refused. *Id.*

PJI claimed that the defendants committed the tort of negligent misrepresentation by way of Smith's email to Guhr, which stated that the furniture had been purchased or installed in 1997 or 1998 (10 years prior). *Id.* at *4. The court held that TOL purposefully directed its activities toward Pennsylvania through this email, reasoning:

By the time TOL sent this email to Guhr, it had already established Pressman as a potential buyer through Smith's phone call. Therefore, TOL had to know that the information in the email would reach Pressman in Pennsylvania. *Indeed it is reasonable to assume that TOL sent the email for the specific purpose of communicating with Pressman in Pennsylvania. Hence, the fact that TOL sent the information to Pennsylvania through an intermediary in Kansas is immaterial.*

Id. (emphasis added). The court also concluded that the negligent misrepresentation claim arose out of Smith's email to Guhr, because PJI alleged it would not have entered into the contract without Smith's representation to Guhr and claimed that the age of the furniture was a dispositive factor in its decision to enter into the contract. *Id.* at *5.

Unlike in *PJI*—where it was reasonable to assume that Smith/TOL sent the email to Guhr for the specific purpose of communicating with Pressman in Pennsylvania—Plaintiffs do not argue, and presumably cannot argue, that the same is true here (i.e., that Hartleib only reached out to the third parties for the specific purpose of communicating with Weiser and the Firm in Pennsylvania). Thus, it is material that Hartleib directed his communications to individuals located in other states, such as Georgia (*Equifax* court), Ohio (*Big Lots* court), and Michigan (Ross-Williams), and not Pennsylvania. Further, to the extent Plaintiffs rely on the emails Hartleib sent to third parties Abelson and Detective Goggin in Pennsylvania, they fail to explain how their claims for negligent misrepresentation arise out of Hartleib's communications with

those third parties. Because Plaintiffs were presumably not aware of Hartleib's emails to Abelson or Detective Goggin, they could not have been induced to rely upon the representations in those emails (which, according to Plaintiffs, are false). Further, Plaintiffs do not cite to a single case finding personal jurisdiction where a negligent misrepresentation claim arises entirely out of a defendant's contacts with third parties but where the plaintiff is injured as a result. Accordingly, we dismiss the negligent misrepresentation claim for lack of personal jurisdiction.

We now turn to Plaintiffs' five intentional tort causes of action: abuse of process, defamation, IIED, intentional interference of prospective contractual relations, and tortious interference with contract.

Count II: Abuse of Process

In asserting that we have personal jurisdiction over their abuse of process claim, Plaintiffs point to Hartleib's threats to appear at hearings in unrelated cases across the country and his filing of amicus briefs in such cases, which they claim were done to "to harass, embarrass, extort, malign and denigrate Plaintiffs." (Doc. No. 1 at ¶¶ 177–86.) In their supplemental brief, Plaintiffs also rely on Hartleib's attempts to work together with Abelson to facilitate a cross-complaint to lead to the demise of the Firm and his threats to file a civil action against Plaintiffs. (Doc. No. 33 at p. 9.)

Vizant Technologies, LLC v. Whitchurch is instructive. There, the court held that personal jurisdiction existed under both the traditional test and the effects test. Under the traditional test, the court explained that, "[i]f, as plaintiffs plead, defendants did engage in litigation and threats of litigation with the purpose of extorting money from Vizant, a Pennsylvania-based company, then their conduct was 'purposefully directed' at Pennsylvania . . .

in that they targeted a company located within the forum.” 97 F. Supp. 3d at 634–35; *see also* *BTG Int’l Inc. v. Bioactive Labs.*, Civil Action No. 15-04885, 2016 WL 3519712, at *6 (E.D. Pa. June 28, 2016) (concluding that “Defendants purposefully engaged in conduct directed at this forum by sending letters to BTG in Pennsylvania threatening legal action and aiming ‘to extort money from BTG’”). As for the effects test, the court explained that abuse of process is an intentional tort and the plaintiffs pleaded that they ‘felt the brunt of the harm’ in Pennsylvania in that Vizant, based in Pennsylvania, has suffered reputational and financial harm as a result.” *Id.* at 635. Further, the tortious conduct was “expressly aimed” at Pennsylvania because the plaintiffs alleged that the “defendants’ actions were meant to have an impact upon Vizant, which, as defendants were aware, is headquartered in Pennsylvania.” *Id.*

The *Vizant* court’s analysis applies with equal force here. Under the traditional test, if, as Plaintiffs plead, Hartleib engaged in litigation and threats of litigation for the purpose of extortion, he purposefully directed his conduct at Pennsylvania. Second, the abuse of process claim arises out of such litigation and threats of litigation. (*See, e.g.*, Doc. No. 1 at ¶ 183(a)–(g).) Last, our exercise of personal jurisdiction over Hartleib for the abuse of process claim comports with notions of fair play and substantial justice.¹⁰ Under the effects test, abuse of process is an

¹⁰ “Generally, ‘[o]nce the plaintiff has made out a prima facie case of minimum contacts . . . the defendant must present a compelling case that the presence of some other considerations would render jurisdiction unreasonable.’” *PJI Distribution Corp.*, 2007 WL 2667978, at *4 (quoting *Grand Entm’t Grp.*, 988 F.2d at 483). The Supreme Court has identified several factors for courts to consider in determining whether the fair play and substantial justice prong is satisfied, including: “the burden on the defendant, the forum State’s interest in adjudicating the dispute, the plaintiff’s interest in obtaining convenient and effective relief, the interstate judicial system’s interest in obtaining the most efficient resolution of controversies, and the procedural and substantive interests of other nations.” *O’Connor*, 496 F.3d at 324 (internal quotation marks and citations omitted).

During oral argument, Hartleib only argued that it would be inconvenient for him to travel for California to Pennsylvania to litigate here, and that it would be a “a great expense to defend the case in Pennsylvania.” (Oral Argument Tr. 20:15–19) Notwithstanding the fact that a defendant is not automatically entitled to defend himself in the most convenient or least burdensome forum, we observe that Hartleib’s argument is, at best, weak, and, at worst, potentially disingenuous, given that he has

intentional tort and Plaintiffs plead that the Firm, a Pennsylvania-based company, suffered financial harm in that it was “forced to expend enormous resources of time and money to respond to Hartleib’s numerous oppressive communications, briefs, arguments and law suit.” (*Id.* at ¶ 186.) As such, Plaintiffs have pleaded that they felt the brunt of the harm in Pennsylvania. As in *Vizant*, Plaintiffs here allege that Hartleib’s actions were meant to have an impact on the Firm (*see, e.g., id.* at ¶ 185 (Hartleib used litigation tactics “to harass, extort, malign, and denigrate Plaintiffs”)), which Hartleib was aware was based in Pennsylvania, and therefore have met their burden of showing that Hartleib’s conduct was expressly aimed at Pennsylvania. We deny Hartleib’s motion to dismiss for lack of personal jurisdiction as to the abuse of process claim.

Count III: Defamation

Next, Plaintiffs allege that Hartleib defamed them by attacking and disparaging them in court filings in other shareholder litigations, in emails to courts and other members of the bar, in a call and email to their client Ross-Williams, and in a letter allegedly sent to Chester County judges. (Doc. No. 1 at ¶¶ 191–92.) In their supplemental brief, Plaintiffs also assert that Hartleib’s emails to Abelson and Detective Goggin in Pennsylvania bolster their argument that we have personal jurisdiction over their defamation claim. (Doc. No. 33 at pp. 9–10.)

The two seminal Third Circuit cases concerning personal jurisdiction over defamation claims are *Remick v. Manfredy*, 238 F.3d 248 (3d Cir. 2001) and *Marten v. Goodwin*, 499 F.3d 290 (3d Cir. 2007). In *Remick*, the plaintiff’s defamation claim arose out of two letters, both of which were sent to the plaintiff in Pennsylvania. 238 F.3d at 257. The copies for the letters did

traveled to other states, such as Kansas, Minnesota, and Georgia, during the course of other litigations discussed in the complaint. (*See, e.g.,* Doc. No. 1 at ¶¶ 55, 129, 131; *id.*, Ex. 27; Doc. No. 32 at p. 24.) We find that there is not a compelling case against exercising jurisdiction over Hartleib in Pennsylvania.

not show any other Pennsylvania recipient. *Id.* However, the plaintiff alleged that two others saw the letter, which was faxed to him at his office, lying in the fax machine. *Id.* at 257. The Third Circuit concluded that the plaintiff satisfied the first two parts of the effects test, because defamation is an intentional tort and the plaintiff sufficiently argued that he bore the brunt of the harm in Pennsylvania, because his professional activities were based in Pennsylvania and the allegedly defamatory letters questioned his professional ability. *Id.* at 258. However, the Third Circuit found that the plaintiff did not show that the defendant had expressly aimed his conduct at Pennsylvania and rejected the plaintiff's argument that the fact that two others saw the fax while it was lying in the machine meant that the fax was targeted at them or anyone in Pennsylvania other than the plaintiff himself. *Id.* at 259.

Likewise, in *Marten*, the Third Circuit held that the plaintiff had not satisfied the expressly aimed requirement of the effects test, reasoning that nothing in the record indicated that the defendants made defamatory statements or sent defamatory material to anyone in Pennsylvania (other than, perhaps, the plaintiff). 499 F.3d at 298; *see also Shafik*, 2010 WL 2510194, at *7 (granting motion to dismiss for lack of personal jurisdiction where the plaintiff did not indicate "where the allegedly defamatory statements were made, to whom the allegedly defamatory statements were made, . . . or how the allegedly defamatory remarks impacted [him] in the Commonwealth of Pennsylvania").

The Third Circuit's holdings illustrate that "[w]hen a district court's personal jurisdiction over a defendant for a defamation claim is in dispute, '*where defendants aimed their defamatory statements is jurisdictionally significant.*' Absent allegations of 'specific facts showing a deliberate targeting of Pennsylvania,' we cannot exercise personal jurisdiction." *Vizant Tech.*, 97 F. Supp. 3d at 632 (quoting *Marten*, 499 F.3d at 298) (emphasis added).

In *Vizant Technologies*, the plaintiffs claimed that two of their former employees defamed them. *Id.* at 623–24. One of the defendants emailed the company’s employees, its leadership, and its investors to make allegedly defamatory remarks about the company, which was based in Pennsylvania. *Id.* at 632. She also mailed postcards to individuals, some of whom were located in Pennsylvania, and traveled to Pennsylvania to place defamatory statements on cars parked at the company’s headquarters. *Id.* at 632–33. The other plaintiff sent an email to company leadership in which she made defamatory statements about the CEO. *Id.* at 633. Applying the effects test, the court determined that all three elements were satisfied: (1) each defendant was alleged to have committed defamation, an intentional tort; (2) the plaintiffs, both located in Pennsylvania, felt the harm there; and (3) “each defendant engaged in allegedly defamatory conduct which she knew would reach individuals in Pennsylvania and which could cause harm in Pennsylvania.” *Id.* (“Indeed, the conduct was specifically calculated to cause harm in the Commonwealth.”).

The facts of this case align more closely with *Vizant* than with *Remick* and *Marten*. This is not a case where Hartleib never sent allegedly defamatory statements to Pennsylvania, or where Weiser was the only recipient of such statements. Rather, Plaintiffs have shown that Hartleib sent allegedly defamatory statements to Abelson in Pennsylvania and to Detective Goggin in Pennsylvania.¹¹ (*See, e.g.*, Doc. No. 33-3 at p. 5 (calling Weiser “corrupt and inept”); *id.* at p. 3 (accusing Weiser of having engaged in “criminal acts in the Sprint case”); *id.* at p. 2 (stating that the Weiser firm committed “fraud,” perjured themselves, and maintain a “criminal

¹¹ Hartleib admits that the evidence indicates that he reached out to Abelson and to Detective Goggin in Pennsylvania. (*See* Oral Argument Tr. 13:12–16 (“That appears to be the case from the e-mail contacts, that my client made first contact with Abelson.”); *id.* at 13:19–24 (admitting that the communications available indicate that Harleib contacted Detective Goggin).

enterprise”); *id.* at p. 8 (suggesting Weiser engaged in criminal acts by stating that Weiser made checks payable to Silow’s son, “making him a willing participant to his father’s crimes”).)

Hartleib also sent at least some of the allegedly defamatory emails to Yates, an attorney based in Pittsburgh.¹² Plaintiffs also contend that Hartleib knew Plaintiffs were located in Pennsylvania, and Hartleib does not refute this assertion. Last, Plaintiffs pleaded that the allegedly defamatory statements “injured Plaintiffs’ business and professional reputations,” and as a Pennsylvania business and business owner respectively, they bore the brunt of the harm in the forum. (Doc. No. 1 at ¶ 195; Doc. No. 12 at pp. 31–32.) Taken together, we find that Plaintiffs have met their burden of establishing personal jurisdiction over the defamation claim by alleging Hartleib committed an intentional tort, that Pennsylvania was the focal point of the harm, and that Hartleib expressly aimed his tortious conduct at Pennsylvania.

Count IV: IIED

Plaintiffs claim that “Hartleib’s insults, jeers, taunts, lies, affronts and abuses” have “intentionally caused Weiser to suffer enormous stress, anxiety, sleep deprivation, depression, anger and torment.” (Doc. No. 1 at ¶¶ 200–01.) To support their contention that we have personal jurisdiction, Plaintiffs rely on *Shafik v. Curran*, Civil Action No. 1:09-cv-02469, 2010 WL 2510194 (M.D. Pa. June 17, 2010), a case in which the plaintiff, a resident of Pennsylvania, brought an IIED claim related to actions committed by the defendant with respect to the plaintiff’s participation in the defendant’s prospective senatorial campaign. *Id.* at *1. The plaintiff alleged that the defendant intended to fund his own campaign with any amount necessary and told the plaintiff that he would wire the plaintiff any necessary funds. *Id.* at *6.

¹² Hartleib also copied other attorneys with the Firm. Weiser, however, did not provide any evidence or allegation as to where these attorneys practiced when Hartleib sent these emails.

The plaintiff also alleged that the defendant intended to use the plaintiff's services for the duration of the claim, all the while knowing that he had no intention of funding the campaign or reimbursing the plaintiff. *Id.* Applying the effects test, the court held that personal jurisdiction was proper in Pennsylvania, reasoning that the defendant knew the plaintiff operated from an office in Pennsylvania, "and thus would bear the brunt of any failure to reimburse him for his efforts in the forum state." *Id.* ("If [the plaintiff] failed to pay vendors he had contacted on behalf of the campaign, it is his Pennsylvania business and his Pennsylvania bank accounts that would suffer."). The court concluded that such allegations showed that the plaintiff felt the burden of the tort in Pennsylvania and that the defendant expressly aimed his tortious conduct at Pennsylvania. *Id.*

Here, Plaintiffs allege that Hartleib knew Weiser resided in Pennsylvania and thus would bear the brunt of any insults and lies broadcast to the legal community in Pennsylvania, where his business was based. Like the *Shafik* court, we find that such allegations go to both the second and third prongs of the effects test. In addition, even Hartleib acknowledges the flurry of emails he sent directly to Weiser in Pennsylvania (Doc. No. 15 at p. 7; *see, e.g.*, Doc. No. 1 at ¶ 88 ("What an embarrassment to the bar! See you in Court."); *id.* at ¶ 83 ("Rob, your ability to set the bar at new lows, never disappoints! . . . Your ill-advised actions, and ad-hominem attacks are making the Weiser Firm radioactive!")), which provides further support for the expressly aimed element as well. Therefore, we deny Hartleib's motion to dismiss Plaintiffs' IIED claim for lack of personal jurisdiction.

Counts VI and VII: Intentional Interference with Prospective Contractual Relations and Tortious Interference with Contract

Plaintiffs assert that Hartleib has intentionally interfered with prospective contractual relations (Count VI), but *nowhere* in their complaint have Plaintiffs specified a single

prospective contract with which Hartleib intentionally interfered.¹³ Plaintiffs only allege that “Plaintiffs enjoy the valid ongoing expectation and reasonable likelihood of contractual relations with fellow members of the plaintiffs’ bar in the securities and derivative litigation arena,” that the Firm “partners with other firms in the vast majority of the cases in which it is involved,” and that Hartleib has interfered with such relationships through his attacks on Plaintiffs, causing them to suffer harm in Pennsylvania. (Doc. No. 1 at ¶¶ 228, 231–34; *see also* Doc. No. 12 at p. 36 (“Weiser lives and works in Pennsylvania, and the law Firm is a registered Pennsylvania corporation with no out-of-state office, therefore Hartleib’s e-mails, letters, phone calls and publications were necessarily aimed at injuring the Plaintiffs in Pennsylvania where they live and work.”).) But merely alleging that Plaintiffs were *injured* in the forum is insufficient to establish personal jurisdiction. *See, e.g., Marten*, 499 F.3d at 297. We cannot find that Hartleib “expressly aimed” his conduct at Pennsylvania. *See Wolk*, 475 F. Supp. 2d at 506 (finding no personal jurisdiction over intentional interference with prospective contractual relations claim as to two of the defendants, where the plaintiff alleged that those defendants “published defamatory statements with the purpose of ‘damaging plaintiff’s professional reputation, thereby preventing future clients from hiring him and instead hiring some other aviation attorney who would be less successful in litigating against them’”).

¹³ Although Hartleib moved to dismiss under Rules 12(b)(2) and (3) and has not yet addressed any Rule 12(b)(6) issues for failure to state a claim—pursuant to the Honorable Mitchell S. Goldberg’s Order (Doc. No. 8)—we observe that Plaintiffs’ intentional interference with prospective contractual relations would likely fail under the Rule 12(b)(6) standard due to this very same defect. *See Wolk v. Teledyne Indus., Inc.*, 475 F. Supp. 2d 491, 513 (E.D. Pa. 2007) (“Nowhere in his complaint, or in his response to these defendants’ motion to dismiss, has [the plaintiff] specified one prospective contract with which these defendants intentionally interfered. Instead, [the plaintiff] makes vague and general assertions alleging that ‘the false publicity has caused potential clients, who otherwise would have sought his services, not to hire plaintiff’ and . . . [that] ‘others in the defense bar have used it to damage plaintiff’s credibility with courts, insurers, and clients.’ . . . [The plaintiff] has failed to state a cause of action against LB & B for tortious interference with prospective contract/business relations.”)

Further, the case on which Plaintiffs rely—*Remick v. Manfredy*—is distinguishable because there, the plaintiff asserted in an affidavit that “he conducted the majority of his negotiation, consulting, and advice services for Manfredy [one of the defendants] out of his Philadelphia office.” 238 F.3d at 260. But *nowhere* in Weiser’s declaration did he specifically aver that he performs the majority of his legal services for prospective clients out of his Firm’s Pennsylvania office or out of his Pennsylvania residence. (*See generally* Doc. No. 12-3, Weiser Decl.) And although Weiser’s 2019 declaration avers that the Firm’s sole office is located in Pennsylvania (*id.* at ¶ 11), Hartleib has proffered evidence indicating that as recently as 2017 the Firm had an office in San Diego, California (*see* Doc. No. 32, Exs. B, C).¹⁴ While we must construe the evidence in the light most favorable to Plaintiffs and thus accept that at the time Weiser submitted his declaration in 2019, the Firm did not have an out-of-state office, we still find that, on the record before us, *Remick* is distinguishable for the reasons explained above. Accordingly, we dismiss Count VI for lack of personal jurisdiction.

Relatedly, Plaintiffs claim that Hartleib interfered with their contractual relationship with Ross-Williams, the named plaintiff the Firm represented in the Sprint derivative litigation, by deriding and undermining the Firm to her. (Doc. No. 1 at ¶¶ 238–45.) Again, unlike the plaintiff in *Remick*, Weiser does not explicitly aver that he conducted the majority of work for Ross-Williams (whose case was filed in Kansas) out of Pennsylvania.

Applied Technology International v. Goldstein—the sole case on which Plaintiffs rely (Doc. No. 12 at pp. 37–38)—is inapposite. There, the court exercised specific jurisdiction over one of the defendants who allegedly interfered with a contract between the plaintiff Applied

¹⁴ In their responses to jurisdictional discovery interrogatories, Plaintiffs assert that the California office was a non-physical, virtual office. (*Id.* at pp. 18–19.) However, Plaintiffs also admit at one time they had an employee of their California office. (*Id.* at p. 39.)

Technology International (ATI), a Pennsylvania corporation, and an Illinois corporation (Ferris). 2004 WL 2360388, at *3. The court explained that defendant Kilbey had “made sufficient entries into Pennsylvania for purposes relating to the alleged tortious interference,” including negotiating a consulting contract with a Pennsylvania resident and meeting with ATI customers and manufacturers in Pennsylvania, among others. *Id.* The court found that such contacts diverted a contract with Ferris from ATI to another entity. *Id.*

Unlike the defendant in *Applied Technology International*, Hartleib did not meet with Ross-Williams (nor with any of the Firm’s other clients or potential clients) in Pennsylvania, nor were he or Ross-Williams at any time located in Pennsylvania. Rather, Hartleib, a California resident who avers he has never visited Pennsylvania, contacted Ross-Williams, who resides in Michigan. Although Hartleib could have reasonably foreseen that his contacts with Ross-Williams would have caused harm to Plaintiffs in Pennsylvania, that knowledge standing alone is insufficient to support personal jurisdiction. *See Surgical Laser Tech., Inc. v. C.R. Bard, Inc.*, 921 F. Supp. 281, 283 (E.D. Pa. 1996) (holding that Trimedyne had not directed any activity at Pennsylvania—“no negotiation, no bid, no bargain, no benefit, no breach, no betrayal”—and explaining that although Trimedyne could have “reasonably foreseen” that its activities “would cause harm to [the plaintiff] in Pennsylvania, [that] knowledge, standing alone, does not establish the minimum contacts required for a Pennsylvania court to exercise jurisdiction”). Therefore, we also dismiss Count VII for lack of personal jurisdiction.¹⁵

¹⁵ In their attempts to bolster their argument that we may exercise personal jurisdiction over their tortious interference claim, Plaintiffs cite to Hartleib’s phone calls and emails to Weiser in “2009, 2011, 2012 and 2016 in order to enter into a business relationship with Plaintiffs – first as a conflicted client, later as ‘consultant’ of questionable legality and propriety.” (Doc. No. 12 at p. 38.) Plaintiffs also assert that “Hartleib’s intentional entry into the Commonwealth is evident” because Hartleib “share[d] with Weiser and members of the Law Firm his vicious, snarling *ad hominem* attacks upon Plaintiffs made to third-party members of the bench, bar, and media.” (*Id.*) But Plaintiffs’ reliance on such contacts is misguided. Plaintiffs do not explain how Hartleib’s early contacts with *Weiser* are remotely relevant to

III.

In deciding a motion to dismiss for improper venue under Federal Rule of Civil Procedure 12(b)(3), we must accept all of Plaintiffs' allegations as true, unless those allegations are contradicted by Hartleib's declaration. *Bockman v. First Am. Mktg. Corp.*, 459 F. App'x 157, 158 n.1 (3d Cir. 2012); *N. Am. Comm'cns, Inc. v. Eclipse Acqui Inc.*, Civil Action No. 3:17-167, 2018 WL 651795, at *4 (W.D. Pa. Jan. 31, 2018). Unlike jurisdictional challenges, when challenging venue, the *defendant* bears the burden of showing improper venue. *Bockman*, 459 F. App'x at 160 (3d Cir. 2012). When jurisdiction is based on diversity of citizenship, 28 U.S.C. § 1391 governs venue. Under § 1391, a plaintiff may bring a case in:

(1) a judicial district where any defendant resides, if all defendants reside in the same State; (2) a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated, or (3) a judicial district in which any defendant is subject to personal jurisdiction at the time the action is commenced, if there is no district in which the action may otherwise be brought.

28 U.S.C. § 1391(a)(1)–(3); *see also Bockman*, 459 F. App'x at 160. Here, both parties agree that the only way venue is proper in the Eastern District is if § 1391(a)(2) applies (*i.e.*, if a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this District).¹⁶

Plaintiffs' tortious interference of contract claim, which hinges entirely on Hartleib's contacts with *Ross-Williams*. Nor do Plaintiffs explain how Hartleib's disparagement of them to *other judges, attorneys, and the media* affected their contract with *Ross-Williams*. (*Compare id.* with Doc. No. 1 at ¶¶ 241–42 (citing to Hartleib's call with, and subsequent email to, *Ross-Williams*).)

¹⁶ During oral argument, Hartleib conflated the personal jurisdiction and venue standards. For example, in summarizing his reasons for moving to dismiss for lack of personal jurisdiction and improper venue, his counsel stated, "I think I can sum up at this point, Your Honor, just by emphasizing again to consider whether my client's *minimal contacts* here are *substantial* within the context of this lawsuit." (Oral Argument Tr. 21:17–20.) In Plaintiffs' counsel's words, this was "game, set, match" (Oral Argument Tr. 22:21–23:12) in that Hartleib arguably conceded that this Court has personal jurisdiction. This is so because the test for specific jurisdiction is whether a defendant has sufficient *minimum* contacts with the forum so as to not offend notions of fair play and substantial justice. On the other hand, the test for venue under § 1391(a)(2) is whether a *substantial* part of the acts or omissions giving rise to the claim occurred

As the Third Circuit explained in *Cottman Transmission Systems, Inc. v. Martino*, “the statutory language of [§ 1391(a)(2)] favors the defendant in a venue dispute by requiring that the events or omissions supporting a claim be ‘substantial.’ Events or omissions that might only have some tangential connection with the dispute in litigation are not enough.” 36 F.3d 291, 294 (3d Cir. 1994). “Substantiality is intended to preserve the element of fairness so that a defendant is not haled into a remote district having no real relationship to the dispute.” *Id.* Further, in determining whether a substantial part of the events or omissions giving rise to a cause of action occurred in a particular district, “[t]he test . . . is not the defendant’s ‘contacts’ with a particular district, but rather the location of those ‘events or omissions giving rise to the claim.’” *Id.*; *see also Bockman*, 459 F. App’x at 160.

However, contrary to Hartleib’s belief that a district in California would be a more appropriate venue¹⁷ (*see, e.g.*, Doc. No. 32 at pp. 1–2), “Section 1391(b) does not require this Court to determine the ‘best’ forum, or ‘the forum with the most substantial events.’ In fact, venue may be proper in more than one district. It is necessary ‘only that a substantial part of the

in the district. While we do not give weight to this concession for purposes of our personal jurisdiction ruling, such conflation rendered it necessary for us to address this distinction.

¹⁷ We would be remiss to not address Plaintiffs’ equally controvertible belief that venue is not proper elsewhere. When questioned on where this case should be transferred if we found that venue is improper here, Plaintiffs replied,

But then the interesting question, Your Honor, that I would raise to the Court which I think also suggests why venue is appropriate here, is where would that venue be? . . . Is it California, which I would suggest strenuously it is not just because that is where Mr. Hartleib lives? Where is an appropriate forum if it is not the Commonwealth?

(Oral Argument Tr. 36:24–37:10; *see also id.* at 38:10–16 (“[There] would be no cause whatsoever for it to be in the California District Court. So if it . . . weren’t Pennsylvania, then arguably, you know, Kansas would be the only other place that would seem to have some gravity[.]”) But, despite Plaintiffs’ protestations to the contrary, under § 1391, venue is indisputably proper in the California district in which Hartleib resides. *See* 28 U.S.C. § 1391(a)(1).

events occurred here.” *Lannett Co., Inc. v. Asherman*, Civil Action No. 13-2006, 2014 WL 716699, at *4 (E.D. Pa. Feb. 24, 2014) (citations omitted); *see also id.* at *3 (“Because § 1391 does not require a majority of the events take place here, nor that the challenged forum be the best forum for the lawsuit to be venued, it is irrelevant that a more substantial part of the events took place in another district, as long as a substantial part of the events took place in [this] district as well. At bottom, the substantiality inquiry is more qualitative than quantitative.” (internal quotation marks and citations omitted)); *Leone v. Cataldo*, 574 F. Supp. 2d 471, 483–84 (E.D. Pa. Aug. 11, 2008) (“The fact that substantial activities took place in district B does not disqualify district A as proper venue as long as substantial activities took place in A, too. Indeed, district A should not be disqualified even if it is shown that the activities in district B were more substantial, or even the most substantial.” (quoting the Commentary following the revisions to § 1391)). When deciding venue, a court “does ‘not [look] to a single triggering event prompting the action, but to the entire sequence of events underlying the claim.” *Id.* (quoting *Uffner v. La Reunion Francaise*, 244 F.3d 38, 42 (1st Cir. 2001)).

Count II: Abuse of Process

The crux of Plaintiffs’ abuse of process claim is that Hartleib has misused the legal process by inserting himself into litigations in which they were involved throughout the country, all of which stemmed from the Sprint derivative action in Kansas, Hartleib’s opposition to the settlement, and the court’s ruling awarding only 10% of the attorneys’ fees requested. Specifically, Plaintiffs cite to Hartleib’s repeated, unsuccessful attempts to vacate the protective order entered against him in the Sprint derivative action, threats to oppose lead counsel appointment motions by the Firm, attacks on the Firm’s billing practices to other courts, and decision to file a malpractice suit against Plaintiffs. (Doc. No. 12 at pp. 29–30.)

In determining whether Plaintiffs' abuse of process claim is properly venued, we must consider out of which lawsuits or actions Plaintiffs' claim arose. For example, in *Tucker v. Interscope Records*, No. 98-4288, 1999 WL 80363 (E.D. Pa. Feb. 17, 1999), the plaintiffs asserted malicious prosecution and abuse of process claims in the Eastern District of Pennsylvania, and their claims arose out of two lawsuits that had been filed against one of the plaintiffs in the Central District of California. *Id.* at *1. The court concluded that venue was improper, reasoning that a substantial portion of the events did not take place in the Eastern District. *Id.* at *2. The court explained:

All of the events alleged in Plaintiffs' complaint relate to the allegedly tortious prosecution of the California lawsuits instituted against Mrs. Tucker, [one of the plaintiffs]. Those lawsuits were litigated in the Central District of California and the alleged abuse of process about which Plaintiffs complain, such as the notices of deposition for Mrs. Tucker's depositions, were issued in the Central District of California. None of the discovery in those cases . . . took place within the Eastern District of Pennsylvania.

Id. Although the plaintiffs pointed to a few activities that occurred within the district (*e.g.*, defendants' private investigators investigating the plaintiffs; circulation of an advertisement in a paper that allegedly contained a "thinly veiled death threat" against one of the plaintiffs), the court found that those events were only tangentially connected to the instant lawsuit. *Id.*; *see also Farkas*, 2014 WL 550594, at *23 (holding that venue was improper and reasoning that "a substantial portion of the events giving rise to [the] abuse of process claim occurred in Mifflin County, as that is where the Replevin action [that provided the basis for the abuse of process claim] was brought"); *accord. Cmty. Surgical Supply of Toms River, Inc. v. Medline DiaMed, LLC*, Civil Action No. 11-00221 (GEB)(TJB), 2011 WL 3235706, at *3–4 (D.N.J. July 28, 2011) ("Neither party submitted, nor has this Court found, authority in this District regarding claims for malicious use of process filed in a different venue from where the claim has been filed . . . [A]s the events giving rise to this claim involve the use of process related to the TRO Action in Ohio,

New Jersey is not the proper venue[.]”).

We are persuaded by these cases and observe that Plaintiffs’ claims do not arise out of any lawsuit in the Eastern District of Pennsylvania—rather, they primarily arise out of the Sprint derivative action in Kansas and Hartleib’s civil action against Plaintiffs in Kansas. And none of the other lawsuits (*e.g.*, *Big Lots* or *Equifax*) in which Hartleib attacked Plaintiffs’ billing practices occurred in this District either. Most importantly, the parties do not identify a single act or omission that occurred in the Eastern District—let alone a substantial amount. Although we certainly appreciate Plaintiffs’ argument that Hartleib should not be permitted to gallivant across the country, inserting himself into litigations in which Plaintiffs are involved, and then be immune from being haled into court here, we are constrained by the case law and, on the facts before us, simply cannot find that the substantial threshold has been reached here. Accordingly, we dismiss Count II for improper venue.

Counts III and IV: Defamation and IIED

“[V]enue will not be proper in a district for a defamation claim if injury is the only event occurring in that district.” *Lomanno v. Black*, 285 F. Supp. 2d 637, 642 (E.D. Pa. 2003) (citing *DaimlerChrysler Corp. v. Askinazi*, No. CIV.A. 99-5581, 2000 WL 822449, at *6 (E.D. Pa. June 26, 2000)). “Injury in conjunction with another event, however, may make” venue proper. *DaimlerChrysler*, 2000 WL 822449, at *6. In defamation cases, “courts have repeatedly held that venue is proper in a district in which the allegedly defamatory statement was published, particularly if the injury was suffered in the same district.” *Id.* (collecting cases).

For example, in *DaimlerChrysler Corp. v. Askinazki*, the court held that a substantial portion of events giving rise to the counterclaims occurred in the Eastern District of Pennsylvania and that venue was proper, reasoning that although the allegedly defamatory

statements were made in Michigan, they were published in the Eastern District of Pennsylvania and the publication caused injury to the counterclaimant's reputation there. *Id.* at *7; *see also Emekekwue v. Agwuegbo*, Civil Action No. 1:12-cv-1503, 2012 WL 5386279, at *6 (M.D. Pa. Nov. 1, 2012) (“[V]enue is proper in this district. [The plaintiff] resided in the Middle District of Pennsylvania when [the defendant] allegedly sent the defamatory email. The brunt of [the plaintiff's] alleged harm likely has been felt in this district because this is where he . . . reside[s] . . . Further, the email directly discusses actions alleged to have taken place in Pennsylvania.”); *cf. Lomanno*, 285 F. Supp. 2d at 642–43 (finding that venue was improperly laid within the Eastern District of Pennsylvania for the defamation claim, where the allegedly defamatory statements were made in Virginia and no party asserted that those statements were published in Pennsylvania); *Dobrick-Pierce v. Open Options*, No. 2:05CV1451, 2006 WL 2089960, at *6 (W.D. Pa. July 25, 2006) (holding that venue was improper in the Western District of Pennsylvania for the defamation claim, where the plaintiff failed to allege any facts indicating that the allegedly defamatory statements were published in Pennsylvania and only identified communications between Texas and Illinois, and Texas and Virginia).

Here, it is undisputed at least some of the allegedly defamatory statements were published in Pennsylvania—the emails Hartleib sent to Abelson and Detective Goggin, both of whom he knew were located in Pennsylvania, and to attorney Yates. Further, Plaintiffs allege that as a Pennsylvania based-business and business owner, respectively, the Firm and Weiser have suffered injury within Pennsylvania. Accordingly, we find that a substantial portion of events giving rise to Plaintiffs' defamation claim occurred in Pennsylvania and that venue is proper here.¹⁸

¹⁸ In addition, Plaintiffs allege that after receiving a “tip” from Hartleib “about Silow’s disbarred status and role as a document reviewer in the Sprint Derivative Action,” the *Wall Street Journal* published an

For similar reasons, we find that a substantial part of the events giving rise to Weiser's IIED claim occurred in the Eastern District of Pennsylvania in light of the fact that Hartleib directed so many of his email diatribes to Weiser here, where then Weiser allegedly suffered emotional distress. Therefore, we find venue is also proper on the IIED claim.

VI.

For the foregoing reasons, we dismiss Counts I, V, VI, and VII (vexatious litigant order, negligent misrepresentation, intentional interference with contractual relations, and tortious interference) for lack of personal jurisdiction and Count II (abuse of process) for improper venue. We deny Hartleib's motion as to Counts III (defamation) and IV (IIED).

An appropriate order follows.

article entitled, "One Lawyer, 6,905 Hours Leads to \$1.5 Million Bill in Sprint Suit," which was then picked up by nearly one hundred media outlets. (Doc. No. 1 at ¶¶ 85–87.) Hartleib does not refute this in his affidavit. Viewing the Plaintiffs' allegations in the light most favorable to them, the *Wall Street Journal* article also provides further support to our holding that venue is proper over the defamation claim. See *DaimlerChrysler*, 2000 WL 822449, at *7 ("There is no dispute that although Goldfarb's statements were actually made in Michigan, they were published in this district in the form of articles based on the press release, the *Wall Street Journal* article, and the *American Lawyer* article. Goldfarb argues that this publication is tangential in nature . . . because he participated in the interviews that formed the basis of the *Wall Street Journal* . . . article[] . . . We find Goldfarb's reasoning unpersuasive."). Notably, even Hartleib states that such an at-issue, widely-published article (which he refers to as a *New York Post* article) would "obviously" be a "big deal" and substantial "if, in fact, it is defamatory." (Oral Argument Tr. 17:4–6; see also *id.* at 17:19–25 ("An article that was published in the *New York Post* or one of their publications, I don't know if it was the actual periodical, off the top of my head. Those are really the three many [sic] things I would call the substantial pieces and nuggets of the Plaintiffs' claim.").)

EXHIBIT 35

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

THE WEISER LAW FIRM, P.C.
22 Cassatt Avenue
Berwyn, Pennsylvania 19312

and

ROBERT B. WEISER, ESQUIRE
22 Cassatt Avenue
Berwyn, Pennsylvania 19312

Plaintiffs,

V.

MICHAEL HARTLEIB
27020 Alicia Parkway, Suite G
Laguna Niguel, CA 92677

Defendant.

CIVIL ACTION

Case No. 2:19-CV-02728-KSM

VERIFIED AMENDED COMPLAINT

Plaintiffs The Weiser Law Firm, P.C. (hereinafter the “Law Firm”) and Robert B. Weiser, Esquire (“Weiser” or, together with the Law Firm, “Plaintiffs”) bring this action by way of this amended complaint (this “Amended Complaint”) against Michael Hartleib (“Hartleib” or “Defendant”) and allege as follows:

Parties

1. Plaintiff Law Firm is a Pennsylvania professional corporation with offices located at 22 Cassatt Avenue, Berwyn, Pennsylvania 19312.

2. The Law Firm was originally incorporated in the Commonwealth of Pennsylvania in 2004 under entity number 3272161.

3. Plaintiff Weiser is an adult individual and resident of the Commonwealth of Pennsylvania.

4. Defendant Hartleib is an adult individual and resident of the State of California.

Venue and Jurisdiction

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332, as the parties are citizens of diverse jurisdictions and the amount in controversy exceeds \$75,000.

6. Plaintiffs' principal place of business is located within the Eastern District of Pennsylvania. As such, venue is appropriate within the Eastern District of Pennsylvania pursuant to 28 U.S.C. § 1391(b)(1).

Facts

7. The Law Firm is engaged in the provision of legal services with a focus on shareholder class actions, shareholder derivative actions, mergers and acquisitions related litigation, and whistleblower "qui tam" cases.

8. Weiser is a founder and principal of the Law Firm.

9. Weiser is a licensed attorney duly admitted in the State of New Jersey and the Commonwealth of Pennsylvania.

10. Weiser's law practice is focused primarily on shareholder derivative litigation.

The Sprint Securities Class Action & Shareholder Derivative Actions

11. On or about November 25, 2008, Hartleib e-mailed Bruce G. Murphy, Esquire ("Murphy") of the Law Offices of Bruce G. Murphy (the "Murphy Firm"), regarding the loss in value of shares he owned in Sprint Corporation and Nextel Communications when the two companies merged to become Sprint Nextel Corporation in 2005. See November 25, 2008 e-mail string, a true and correct copy of which is attached hereto as **Exhibit 1**.

12. Murphy is an attorney who had occasionally referred clients to the Law Firm.

13. Because of the Law Firm's experience and expertise in the shareholder litigation arena, Murphy forwarded Hartleib's e-mail to Weiser and asked Weiser if he saw "a der" – meaning a stockholder derivative action that could be brought on Sprint's behalf – as a possibility in Hartleib's case based upon the \$31 billion write-down Sprint was forced to take in connection with the failed Nextel merger. Ex. 1

14. In response to Murphy's inquiry, the Law Firm investigated the Sprint/Nextel merger and the resulting write-down, but the Law Firm's investigation did not produce sufficient information to recommend filing a derivative lawsuit on Sprint's behalf at that time.

15. On March 10, 2009, the first securities class action lawsuit based on the Sprint/Nextel merger and the resulting write-down was filed against Sprint and certain of its officers and directors in the United States District Court for the District of Kansas (the "Kansas Federal Court"), by the law firm of Coughlin Stoia Geller Rudman & Robbins (the predecessor firm to Robbins Geller Rudman and Dowd, LLP, hereinafter "Robbins Geller").

16. Several other substantially similar securities class action lawsuits were eventually filed against Sprint, which were subsequently consolidated in the Kansas Federal Court (the "Sprint Securities Class Action").

17. Robbins Geller and Motley Rice LLC were appointed to serve as co-lead counsel for the plaintiff investor class in the Sprint Securities Class Action.

18. On March 10, 2009, upon seeing that the first complaint in the Sprint Securities Class Action had been filed, Murphy contacted Weiser once again regarding potential shareholder derivative claims that could be brought on behalf of Sprint.

19. The Law Firm thereupon reviewed the allegations forming the basis of the Sprint Securities Class Action, together with new information regarding the Sprint/Nextel merger and

resulting write-down, and concluded within a few days of the March 10, 2009 initiation of the Sprint Securities Class Action that Sprint may have potential claims against its then-current and/or former officers and directors.

20. Weiser asked Murphy if Hartleib or any other potential client was interested in initialing a shareholder derivative suit on behalf of Sprint against its directors and officers.

21. Murphy informed Weiser that Hartleib and other potential clients were still interested in bringing a shareholder derivative suit for the benefit of Sprint.

22. The Law Firm began researching and drafting a shareholder derivative complaint.

23. On or about March 13, 2009, Weiser provided Murphy with the draft shareholder derivative complaint for circulation among Murphy's actual or potential clients.

24. At that time, Weiser understood that Hartleib was one of Murphy's potential clients in the contemplated Sprint derivative lawsuit; however, neither Weiser nor anyone else at the Law Firm had yet communicated with Hartleib.

25. On March 21 or 22, 2009, Weiser became aware that Murphy sent a draft retention letter to Hartleib, even though up to that point Weiser had never directly communicated with Hartleib.

26. Neither Weiser nor the Law Firm agreed to represent Hartleib at that time.

27. On or about March 26, 2009, Weiser and Hartleib spoke for the first time, by telephone.

28. During the March 26, 2009 call, Hartleib claimed to have spent "hundreds of hours" investigating Sprint, and also stated that he previously contacted Robbins Geller and "give[n] them" the facts and analysis necessary to prosecute the federal securities claims asserted against Sprint in the Sprint Securities Class Action.

29. Hartleib also represented to Weiser during the March 26, 2009 call that he was interested in seeking appointment as the lead plaintiff or as a co-lead plaintiff in the Sprint Securities Class Action. Hartleib stated to Weiser that Hartleib believed he would make an ideal lead plaintiff in the Sprint Securities Class Action based upon his claimed knowledge regarding Sprint.

30. Also during the March 26, 2009 call, Hartleib strongly implied his interest in sharing any attorneys' fees the Law Firm might recover if it represented Hartleib in connection with a potential shareholder derivative action brought on Sprint's behalf.

31. Based upon Hartleib's representations and/or statements to Weiser during the March 26, 2009 call regarding the Sprint Securities Class Action, Weiser concluded that the Law Firm could not represent Hartleib in any derivative action brought on behalf of Sprint, as any role potentially to be played by Hartleib in launching and/or prosecuting the Sprint Securities Class Action *against* Sprint would preclude his participation as a plaintiff to a derivative suit brought *on behalf of* Sprint.

32. Furthermore, Hartleib's apparent interest in a fee sharing agreement with the Law Firm was extremely troubling to Weiser, as neither Weiser nor the Law Firm had ever or would ever agree to enter into such an agreement.

33. By e-mail at 7:21 a.m. on March 27, 2009, a true and correct copy of which is attached hereto as **Exhibit 2**, Weiser informed Murphy of his decision that the Law Firm could not represent Hartleib in a shareholder derivative suit brought for the benefit of Sprint.

34. Weiser explained to Murphy that his decision was based upon Hartleib's "potential conflict in light of the other [Sprint Securities Class Action] litigation he's involved in. Thus, I don't think he would make an adequate representative for Sprint." Ex. 2.

35. Murphy and Weiser spoke by phone shortly after 7:21 a.m. on March 27, 2009, and Weiser reiterated that the Law Firm would not represent Hartleib in a shareholder derivative action brought on behalf of Sprint under any circumstances.

36. By e-mail at 9:55 a.m. on March 27, 2009, a true and correct copy of which is attached hereto as **Exhibit 3**, Murphy informed Hartleib that neither the Murphy Firm nor the Law Firm would represent Hartleib in a shareholder derivative action on behalf of Sprint due to Hartleib's "potential conflict of interest." Ex. 3.

37. The Law Firm eventually chose to represent Sprint shareholder Monica Ross-Williams ("Ross-Williams") as the plaintiff to a shareholder derivative action (the "Sprint Derivative Action") filed on behalf of Sprint against certain of its current and former officers and directors in the District Court of Johnson County, Kansas (the "Kansas State Court").

38. In July 2011, the law firm of Kahn, Swick & Foti, LLC ("Kahn Swick") filed a separate shareholder derivative action on Sprint's behalf, naming Hartleib as the representative plaintiff.

The Sirius XM Litigation

39. On March 8, 2011, Hartleib and several other named plaintiffs filed a shareholder derivative action on behalf of Sirius XM Satellite Radio, Inc. ("Sirius XM") against Sirius XM's officers and directors in New York State Supreme Court (New York County), alleging negligence, fraud, breach of fiduciary duties and self-dealing (the "Sirius XM Derivative Action"). A true and correct copy of Hartleib's Sirius XM shareholder derivative complaint is attached hereto as **Exhibit 4**.

40. The plaintiffs in the Sirius XM Derivative Action were represented *pro se* by Hartleib and his fellow named plaintiff, John Sorge. Ex. 4 pp. 1, 21.

41. Although the Law Firm previously declined to represent Hartleib in a shareholder derivative action on behalf of Sprint, Hartleib sought to engage the Law Firm as counsel for the plaintiffs in the Sirius XM Derivative Action.

42. To wit, Hartleib e-mailed Weiser about the Sirius XM Derivative Action multiple times, without response. True and correct copies of e-mails from Hartleib to Weiser dated June 2, 2011, June 11, 2011 and June 20, 2011 are attached hereto as **Exhibit 5**.

43. Weiser was wary of getting involved in the tangled and multi-faceted Sirius XM Derivative Action, and after undertaking a cursory review of the allegations and purported derivative claims asserted against Sirius XM's officers and directors, Weiser and the Law Firm determined that Hartleib's legal theories were insupportable. Accordingly, Weiser and the Law Firm declined to represent Hartleib and his fellow shareholder plaintiffs in the Sirius XM Derivative Action.

44. On August 31, 2011, Hartleib again e-mailed Weiser: "Rob, we need to talk about you coming in on my Sirius state case. This Federal case was taken from my case which was filed first. Khan Swick will work with us as I am providing all of the research. Call me ASAP[.]" A true and correct copy of Hartleib's August 31, 2011 e-mail to Weiser is attached hereto as **Exhibit 6**.

45. Weiser declined to call Hartleib, however, and the Law Firm elected not to represent Hartleib or any other plaintiff(s) in any legal action with respect to Sirius XM.

46. On February 16, 2012, Hartleib e-mailed Weiser and copied Hartleib's colleague, David Sacks: "Rob, are we going to do some business together or what? You never called us back after we tried six times to reach you. David and I need to make some money so that we can

buy you a new phone!” A true and correct copy of Hartleib’s February 16, 2012 e-mail to Weiser is attached hereto as **Exhibit 7**.

47. The Law Firm declined to engage in any business transaction or litigation with Hartleib in 2012 or thereafter.

The Sprint Derivative Settlement

48. Weiser did not speak with Hartleib for several years thereafter, until after the majority of the Sprint shareholder derivative lawsuits pending in the Kansas State Court and the Kansas Federal Court based on the Sprint/Nextel merger, including the Sprint Derivative Action initiated by Ross-Williams, achieved a collective settlement in or about 2016 (the “Sprint Derivative Settlement”).

49. Hartleib – the only Sprint derivative plaintiff in any forum who did not participate in the Sprint Derivative Settlement – was a vocal opponent of the Sprint Derivative Settlement.

50. When the Law Firm and several other law firms representing other derivative plaintiffs sought final approval of the terms of the Sprint Derivative Settlement from the Kansas State Court, including the approval of agreed-to attorneys’ fees for the plaintiffs’ counsel, Hartleib filed a formal *pro se* objection.

51. Weiser and Hartleib spoke by phone concerning Hartleib’s objection to the Sprint Derivative Settlement on or about May 20, 2016, approximately one week prior to the Sprint Derivative Settlement’s final approval hearing (the “Final Approval Hearing”) in the Kansas State Court before the Honorable James Vano (“Judge Vano”).

52. During that telephone conversation, Hartleib expressed to Weiser his displeasure with the terms of the Sprint Derivative Settlement.

53. Notwithstanding Hartleib's displeasure with the Sprint Derivative Settlement terms, however, Hartleib proposed to withdraw his formal objection to the Sprint Derivative Settlement if Weiser would agree to enter into a "consulting agreement" with Hartleib, pursuant to which Hartleib would receive several hundred thousand dollars and would provide the Law Firm with ideas for initiating lawsuits against unspecified corporate defendants.

54. The Law Firm elected not to enter into any "consulting agreement" with Hartleib, and once again was roiled by the unethical request made by Hartleib.

55. In retribution against the Law Firm, and because his own shareholder derivative action was not included in the Sprint Derivative Settlement, Hartleib appeared at the May 26, 2016 Final Approval Hearing before Judge Vano in support of his objection to the Sprint Derivative Settlement.

56. As the approval process for the Sprint Derivative Settlement advanced, Hartleib sent occasional goading and derisive e-mails to Plaintiffs. For example in a May 24, 2016 e-mail, a true and correct copy of which is attached hereto as **Exhibit 8**, Hartleib taunted Weiser: "Rob, you are going to lose either with the honorable Vano [sic] or on appeal!" and "You really should have been more diligent." Ex. 9.

57. Five days after the Final Approval Hearing, on May 31, 2016, Hartleib seemed to soften, e-mailing Weiser to "discuss the current case and any forthcoming derivative [sic] on the tax issues. I would like to see the old [Sprint] board held accountable." A true and correct copy of Hartleib's May 31, 2016 e-mail is attached hereto as **Exhibit 9**.

58. Less than a month later, however, on June 28, 2016, Hartleib demanded certain information regarding attorneys' fees and reimbursement of costs for plaintiffs' counsel which had been submitted to the Kansas State Court *in camera*, e-mailing Weiser: "please provide me

with the documents in support of your fees filed yesterday. . . I will notify the clerk if I don't get them today. Also your delay will provide me yet another reason to appeal is [sic] the Honorable Vano approves the settlement." A true and correct copy of Hartleib's June 28, 2016 e-mail to Weiser is attached hereto as **Exhibit 10**.

*The Law Firm is Duped by a Disbarred Document Reviewer,
and Hartleib's Harassment Campaign Begins in Earnest*

59. Jeffrey M. Silow ("Silow") was hired by the Law Firm as a contract attorney on several occasions between 2008 and 2017 for the purposes of performing document review work; he was initially sourced through a Philadelphia-based legal search and placement firm, Abelson Legal Search ("Abelson"), with which the Law Firm had contracted.

60. Abelson was responsible for vetting the credentials and bar status of the attorneys it placed, and Abelson held Silow out to the Law Firm as a licensed attorney in good standing.

61. Meanwhile, in mid-2016, the Sprint Derivative Settlement was approved by the Kansas State Court, but only about ten percent of the amount of the attorneys' fees for the participating plaintiffs' counsel that was agreed to by the parties was awarded by the Court.

62. The Law Firm and the other firms that participated in the Sprint Derivative Settlement appealed the sharply discounted attorneys' fees awarded by the Kansas State Court.

63. In February 2017, for the first time, and to its utter shock and dismay, the Law Firm received notification that Silow had been disbarred in the Commonwealth of Pennsylvania decades earlier,¹ although he had been holding himself out as an attorney admitted in good standing to practice law. In order to perpetrate his deception, Silow used his son's name on court submissions made by the Law Firm with respect to Silow, and represented to the Law Firm that although he went by the name "Jeffrey Silow" and wished to be called "Jeffrey," his legal name

¹ Silow was also admitted to practice law in the District of Columbia until 2000.
{01292774;5}

was “Alexander J. Silow.” Indeed, Silow represented himself to be Alexander J. Silow in a sworn certification filed with the Kansas State Court in the Sprint Derivative Action.

64. After learning of this deceit, the Law Firm immediately severed ties with Silow, affirmatively notified the courts sitting in every action in which Silow’s hours were included as part of an “attorney time” lodestar calculation, reported the incident to the Disciplinary Board of the Supreme Court of Pennsylvania, pressed criminal charges against Silow in Montgomery County, Pennsylvania, and instituted a pending civil case against Abelson and Silow in the Court of Common Pleas of Chester County, Pennsylvania captioned *The Weiser Law Firm, P.C. v. Abelson Legal Search and Jeffrey Mark Silow*, No. 2017-07778.

65. After the Law Firm pressed criminal charges against him, Silow pled guilty to three criminal counts in Pennsylvania – unauthorized practice of law (42 Pa.C.S. § 2524), unsworn falsification to authorities (18 Pa.C.S. § 4904(b) and securing execution of documents by deception (18 Pa.C.S. § 4114).

66. Over a multi-year period, Silow engaged in significant document review work in the Sprint Derivative Action, and the Law Firm immediately and voluntarily disclosed to Judge Vano, who reviewed and approved the Sprint Derivative Settlement, and to the Clerk of the Kansas Court of Appeals (the “Kansas Appeals Court”) – which was then considering the appeal from the attorneys’ fee award in the Sprint Derivative Settlement as well as Hartleib’s own *pro se* appeal of Judge Vano’s approval of the Sprint Derivative Settlement – that Silow affirmatively misrepresented himself to the Kansas State Court as a licensed attorney in good standing. True and correct copies of the Law Firm’s February 6, 2017 letters to both the Kansas State Court (Case No. 11-cv-01688) and the Kansas Appeals Court (Appeal No. 17-117139-A) are collectively attached hereto as **Exhibit 11**.

67. Although a billing audit reinforced the validity of the hours Silow worked on the Sprint Derivative Action and the quality of Silow's review work, the reduced attorneys' fee award in the Sprint Derivative Settlement was affirmed on appeal.

68. Hartleib was delighted to learn that the Law Firm had been duped by Silow, defrauded by Abelson, and awarded a vastly reduced fee in the Sprint Derivative Settlement, and he unleashed a deluge of abuse upon the Plaintiffs, and Weiser in particular.

69. On March 6, 2017, Hartleib e-mailed Weiser and copied eleven members of the bar from five different law firms, as well as the administrative assistant for the Kansas State Court, writing in relevant portion as follows:

Rob, I am a little confused! . . . It seems your statements to the Appellate Court were disingenuous at best. Shocking! . . .

I especially like the comment that you felt as though you had an ethical obligation to inform the Court, prior to briefing . . . Ethical obligation, what a Saint [sic] . . . Your attempts, [sic] to obfuscate your chicanery in this case is galvanizing my convictions, strengthening my resolve to expose all of the corrupt parties in this case! This lawyer driven litigation must and will cease. Your temerity, to seek leave of the Appellate Court to reinstate fees, given what I have uncovered is frankly astonishing and provoking wrath. I will take this all the way to the Kansas Supreme Court if needed, as the integrity of the judicial system is at stake!

A true and correct copy of Hartleib's March 6, 2017 e-mail is attached hereto as **Exhibit 12** (emphasis in original).

70. On March 6, 2017, Hartleib contacted Ross-Williams, the plaintiff in the Sprint Derivative Action, by telephone. Upon information and belief, Hartleib obtained the phone number for Ross-Williams through an internet search.

71. During the March 6, 2017 call, Hartleib verbally harassed and threatened Ross-Williams; Hartleib also told Ross-Williams that the Law Firm was a "criminal enterprise" and was not serving her interests as a Sprint shareholder.

72. Hartleib did not seek or obtain permission from Ross-Williams' counsel or an order of the Kansas Appeals Court to contact Ross-Williams, and therefore his unsolicited telephone call to her constituted a clear violation of Rule 4.2 of the Kansas Rules of Professional Conduct, as the Kansas Appeals Court specifically held in its March 30, 2017 order (the "Protective Order").

73. Ross-Williams explicitly asked Hartleib not to contact her again, and to direct all future communications to her counsel, the Law Firm.

74. Ross-Williams then contacted the Law Firm, recounted Hartleib's call to her, and reported that she felt shocked, disturbed, harassed and threatened by Hartleib during the call.

75. In a declaration filed with the Kansas Appeals Court on May 18, 2018, a true and correct copy of which declaration is attached hereto as **Exhibit 13**, Ross-Williams described the March 6, 2017 telephone call from Hartleib in relevant portion as follows:

Upon answering the telephone when Hartleib called me on the evening of March 6, 2017, I did not realize at first who I was speaking to. Hartleib proceeded to attempt to discuss matters related to the Appeal with me, in a highly confrontational manner. Once I realized who Hartleib was and that he had somehow found my phone number and called me directly regarding the Appeal, I told Hartleib I did not wish to speak to him any further. I asked Hartleib not to contact me again and to direct all future communications to my counsel.

Hartleib, however, did not hang up the phone at that point. Instead, he tried to continue the conversation by making references to certain matters about me that were wholly unrelated to the Appeal; specifically, my role as an elected official in Ypsilanti Township, Michigan, where I serve on the Township Board of Trustees. I can only assume that Hartleib conducted an internet search and tried to learn as much as he could about me prior to calling me on March 6, 2017.

In the first instance, I was taken aback and frightened once I realized that Hartleib had called me directly about the Appeal, and given the tenor of the call I suspected that he did so in an attempt to intimidate me. But once Hartleib brought up matters about me that were completely unrelated to the Appeal, I became certain that his purpose for calling was to harass and threaten me. I felt very uncomfortable and wanted to end the call with Hartleib as soon as possible, but I thought it best to try to end the conversation in a non-confrontational way. To

that end, I told Hartleib that if he wished to do so he could copy me on communications directed to my counsel, and I provided him with an e-mail address which I seldom use.

Ex. 13 ¶¶ 3-5.

76. Inexplicably, Hartleib disregarded Ross-Williams' clear directive and e-mailed her directly, copying fifteen members of the bar and the Kansas State Court's administrative assistant, at 3:16 a.m. the following morning, March 7, 2017, a true and correct copy of which e-mail is attached hereto as **Exhibit 14**.

77. Therein, Hartleib stated to Ross-Williams and members of the bar:

Dear Ms. Williams, it was a pleasure speaking with you this evening. I am sorry that your Counsel has not kept you apprised of the details of your case. **I find it unconscionable that your attorneys failed to inform you of Judge Vano's rulings or that an Appeal was filed on your behalf. I do believe that you are a unwitting victim of their fraud committed against the Court. As we discussed they have submitted millions of dollars in fraudulent billing in your case. As I informed you that this was not just my opinion, the Judge in your case came to a similar conclusion. In fact, your attorneys have now admitted to at least 1.6 million dollars in fraudulent bills submitted to the Court. Mr. Weiser has confirmed this in two separate letters.** (See attached). I am no expert, but **when a Firm admits criminal acts in a case** I believe they are obligated to notify you as the Plaintiff. Mr. Weiser and his Firm have already contacted their Bar associations and other Courts to **self-report their criminal acts**. I have contacted the district attorney's offices in Pennsylvania and Kansas and will be filing formal complaints. I am sorry to be the person to inform you of this, as it was your attorneys responsibility to do so. I am seeking a full evidentiary hearing where your Counsel will be forced to testify under oath and you can address the Court. As you can see by the letters from Mr. Weiser **they are in a lot of trouble**, but claim they are victims of Mr. Silow. **I will provide incontrovertible proof that Mr. Weiser et. al. is just as guilty as Mr. Silow. This is just the tip of the iceberg.** Details of our call will be submitted to the Kansas Court of Appeals in a sworn declaration and provided to Judge Vano. As per your request I copied all of the attorneys in your case as well as Judge Vano's Clerk. Thank you for taking the time to speak with me this evening.

Ex. 14 (emphasis supplied).

78. Hartleib's March 7, 2017 e-mail to Ross-Williams, fifteen members of the bar and the Kansas State Court's administrative assistant was filled with gross misstatements of fact and

{01292774;5}

outright lies; to wit, the Law Firm *never* admitted to fraudulent billing or committed any “criminal acts,” Judge Vano never concluded that the Law Firm “submitted millions of dollars in fraudulent billing,” nor did the Law Firm’s letters to the Kansas State Court and Kansas Appeals Court regarding Silow “confirm” any misdeed. See Ex. 14. The Law Firm was not “in a lot of trouble” or “just as guilty as Mr. Silow,” nor was the fraud Silow and Abelson committed against the Law Firm “just the tip of the iceberg.” Id.

79. Although the Law Firm sent Hartleib a cease-and-desist letter, see Ex. 14, Hartleib paid it no mind, responding by e-mail on March 7, 2017 (and copying fifteen members of the bar and Judge Vano’s administrative assistant) as follows:

Mr. Weiser, as I am preparing my sworn declaration regarding my communication with you “client”, I do not have time to address all of the self-serving misrepresentations in your letter. The 15 minute consensual conversation with your “client” was very enlightening. She provided her e-mail address and ask that I copy Counsel, so that I could forward the documents you failed to provide. **For you to characterize this as harassment is another blatant attempt to distract and obfuscate your fraudulent acts and bastardization of the judicial system. I caution you, that coercing your “client” to misstate facts regarding our call will only inflict additional damage to what little credibility you have left. You Sir, and your coconspirators are the ones that need to Cease and Desist. Your so-called “client” is representing my interest and her attorneys are corrupt, therefore I will neither Cease nor Desist.** As far as your not so veiled threat that Ms. Williams “reserves all of her rights”, **if you are threatening legal action against me, feel free, I will be happy to waive service to expedite said action. I find the prospects of discovery quite compelling. Your threats do nothing but, strengthen my resolve and galvanize my convictions. Call it a personality defect!** Instead of wasting my time, I would suggest you consult with an ethics attorney, that’s right, you already have!

Ex. 14 (emphasis supplied).

80. Of course, Hartleib lied about the consensual nature of his improper and unlawful contact with Ross-Williams, and his harassment of Ross-Williams resulted in the Kansas Appeals Court issuing its Protective Order on March 30, 2017 prohibiting Hartleib from contacting Ross-Williams.

{01292774;5}

81. Hartleib sought twice before the Kansas Appeals Court and once before the Kansas Supreme Court to have the Protective Order lifted. In response to one such effort, Ross-Williams wrote in a declaration submitted to the court:

I was shocked to learn that Hartleib recently filed a motion to vacate the Protective Order. I can only assume that Hartleib intends to try to contact me again and harass me further. I was very frightened and disturbed by Hartleib's conduct in March 2017, and I was pleased and relieved that the Protective Order was granted. If the Protective Order were to be vacated, I would fear that Hartleib would once again attempt to intimidate, harass, and threaten me. I see no reason why Hartleib should be permitted to direct communications to me instead of my counsel. I respectfully request that this Court deny Hartleib's motion and keep the Protective Order in place.

Ex. 13 ¶ 9.

82. None of Hartleib's efforts to vacate the Protective Order were successful.

83. In fact, one year later, on April 7, 2018, when the Law Firm opposed Hartleib's unsuccessful Motion to Reconsider and Vacate the Protective Order, Hartleib e-mailed Weiser and copied eight other members of the bar, as follows:

Rob, your ability to set the bar at new lows, never disappoints! Clearly, this is in retaliation to your being rightfully removed as co-lead counsel in the Equifax case. **Your attempt to mislead the Appellate Court with incomplete records might be your standard operating procedure, but I believe it will cost you when I seek sanctions. Your personal attacks smack of desperation, they do nothing to dissuade me, in fact they galvanize my convictions and strengthen my resolve!** Rob, you may want to contact your investigators, L. English Research Services Inc. to seek a partial refund. When they pulled the records on March 26th, they missed a DUI from the eighties and a fixit ticket. **Your ill-advised actions, and ad-hominem attacks are making the Weiser Firm radioactive!**

Have a wonderful weekend.

A true and correct copy of Hartleib's April 7, 2018 e-mail regarding the Law Firm's opposition to Hartleib's Motion to Reconsider and Vacate the Protective Order is attached hereto as **Exhibit 15** (emphasis supplied).

84. After learning about Silow's duplicity, the Law Firm hired a public relations firm, which was contacted on or about March 8, 2017 by a reporter from *The Wall Street Journal*, a high-profile daily newspaper with international distribution.

85. Upon information and belief, the reporter from *The Wall Street Journal* received a "tip" from Hartleib about Silow's disbarred status and role as a document reviewer in the Sprint Derivative Action.

86. On March 13, 2017, *The Wall Street Journal* published the resulting article: "One Lawyer, 6,905 Hours Leads to \$1.5 Million Bill in Sprint Suit." The article failed to mention the fact that Silow's nearly 7,000 billable hours were billed over the course of four years.

87. Nearly one hundred media outlets picked up and further publicized *The Wall Street Journal's* March 13, 2017 article.

88. In an April 12, 2017 e-mail to Weiser and ten other members of the bar, as well as the Kansas State Court's administrative assistant, Hartleib wrote of Weiser: "What an embarrassment to the bar! See you in Court." A true and correct copy of Hartleib's April 12, 2017 e-mail is attached hereto as **Exhibit 16**.

89. Alarminglly, upon information and belief, on April 25, 2017, Hartleib mailed several copies of an "anonymous" profanity-laced letter to six judges sitting on the Court of Common Pleas of Chester County, Pennsylvania, which was forwarded to Weiser on April 26, 2017 by Loretta M. Hines, Judicial Assistant to the Hon. Anthony A. Sarcione. True and correct copies of the April 26, 2017 forwarding e-mail, the transmitting envelope and the April 25, 2017 threatening letter are attached hereto as **Exhibit 17**.

90. In the April 25, 2017 letter, Hartleib circles a headline referencing the Kansas State Court's reduction of the attorneys' fees for plaintiffs' counsel in the Sprint Derivative

Settlement and writes in longhand: “What, if anything, do you intend to DO about this!!” Ex.

16. Over two typed and highlighted pages, Hartleib sets forth his negative views about class actions – which are entirely distinguishable from the shareholder derivative litigation in which the Law Firm and Weiser focus their practice – and recounts his version of Silow’s fraud upon the Law Firm, noting “**Judge JIMMIE VANO in Kansas, God Bless His soul, caught the firm in the act and knocked out 90% of their billing** They claimed shock & surprise.” Ex. 17 (emphasis in original).

91. Most concerningly, Hartleib attaches a page entitled “imaginary dialogue,” which ostensibly documents his imagined conversation with Weiser regarding Silow (including but not limited to his misrepresentation of his first name, Jeffrey, on a court document, which he signed “Alexander Jeffrey Silow,” although Hartleib misstates this as “Andy”). Ex. 17. The “imaginary dialogue” concludes:

[Weiser:] “Well I get where you are going with this line of questioning. Are you saying that we knew that he was a disbarred lawyer and we were trying to milk the class action jackpot with his phony billing”
[sic]
[Hartleib:] You said it better than I could.
[Weiser:] “Well, you can **GO F**K YOURSELF ASSHOLE. I’M OUT OF HERE AND YOU CAN TALK TO MY LAWYER IF YOU WANT**”[sic]

Ex. 17.

92. In forwarding the letter to Weiser from Judge Sarcione’s chambers, Ms. Hines wrote: “The attached letter was received in Chambers yesterday, 4/25/17. Five other Judges in Chester County received the same letter. Judge Sarcione thought you should be alerted since you are referenced in the letter. Please feel free to contact Chambers if you feel it necessary or have any questions or concerns.” Ex. 17.

93. On May 19, 2018, Hartleib e-mailed Weiser and eight other members of the bar: “Plaintiff Counsel, and I use this term loosely, when making false allegations against a party I would suggest you at least get it right. I am no expert, but I am pretty sure it would be libelous! I will demonstrate its proper use posthaste!” A true and correct copy of Hartleib’s May 19, 2018 e-mail is attached hereto as **Exhibit 18**.

94. Two weeks later, on June 2, 2018, Hartleib sent an unsolicited e-mail to Weiser, eleven other members of the bar, and Judge Vano’s administrative assistant, Jill Boren, regarding media coverage of a lawsuit against State Street Bank, with which Plaintiffs had no involvement whatsoever:

Dear Ms. Boren, I thought the Honorable James Vano would find the link to the National Law Journal Article of interest. It is clear that the Plaintiff’s Bar is rife with corruption, in both Class Action and Derivative cases. **Much like the fraud Weiser et.al. committed in the “Ross-Williams” case**, it appears to be standard operating procedure for many firms to submit millions in fraudulent fee requests upon the Court. This State Street case involves large well established firms and nearly 100 million in fees. **At present, it appears Weiser et.al. has not been out done, as there is no mention of the unlicensed practice of law by a convicted felon using an alias.**

I will be contacting the Special Master, and filing an Amicus Brief in the State Street case to inform them of the chicanery that has taken place in the “Ross-Williams” case. Although entirely unrelated, it presents a troubling pattern of fraud and corruption in these lawyer driven cases. I will be seeking public dissemination of the Special Master’s report to show the breadth of corruption within the Plaintiffs Bar. **The actions of Weiser et.al. and the Firms in the State Street case is the very definition of Racketeering**, and warrants legislative reform.

<https://www.law.com/nationallawjournal/2018/05/31/judge-presses-lead-plaintiff-in-state-street-bank-lawsuit-on-overbilling-questions/>

Michael Hartleib 646-494-5901

A true and correct copy of Hartleib’s June 2, 2018 e-mail is attached hereto as **Exhibit 19** (emphasis supplied).

Hartleib Inserts Himself into the Law Firm's Pending Litigations

95. Hartleib then began injecting himself into the Law Firm's pending litigations nationwide.

96. Upon information and belief, Hartleib scanned federal dockets around the country for the names of the Law Firm's attorneys, in order to insert himself into the Law Firm's cases; Hartleib's principal aim was to harass Weiser and damage the Law Firm.

97. For example, on August 17, 2018, Hartleib sent Weiser the following e-mail, a true and correct copy of which is attached hereto as **Exhibit 20**:

Rob, will you be at the Witmer v Steven hearing on the 27th? I will do my best to attend. I am very familiar with Judge Carney? [sic] **We can discuss my concerns with L.C, A 10 and several other companies in which I am a shareholder. It appears we will be forced to deal with each other for the foreseeable future.** In hindsight, I should have avoided stocks, and invested more in real estate. Our interest were supposed to be aligned. Instead, I was attacked! If you have any questions, or wish to proffer an apology, you know how to reach me. That said, **other action is eminent!**

Ex. 20 (emphasis supplied).

98. The "Witmer v. Steven" matter Hartleib references is actually *Witmer v. Sugarman*, a shareholder derivative suit filed in the United States District Court for the Central District of California, which was dismissed on August 23, 2018. No. SACV 18-00246-CJC(DFMx), 2018 U.S. Dist. LEXIS 217850 (C.D. Cal. Aug. 23, 2018). Hartleib was not a party in *Witmer v. Sugarman*, and Plaintiffs have no evidence that Hartleib was a shareholder of the underlying corporation. No hearing was held in that case, and Hartleib never submitted any filing in that case.

99. The *LC* and *A10* cases were other derivative actions pending in federal court in California at that time, in which Hartleib was not a named party and Plaintiffs have no evidence that Hartleib was a shareholder of the underlying corporations.

{01292774;5}

100. Hartleib indicated in no uncertain terms that, as part of his laser-focused campaign to undermine Weiser and the Law Firm, he intended to involve himself in the Law Firm's other derivative litigations (which are unrelated to Hartleib in any way) throughout the country. The following paragraphs offer a few examples of Hartleib's efforts.

EQUIFAX DERIVATIVE LITIGATION

101. On March 15, 2018, in *In re Equifax, Inc. Derivative Litigation*., No. 1:18-cv-00317-TWT (consolidated with Nos.: 1:218-cv-00477-TWT and 1:18-cv-00577-TWT) (N.D. Ga.) (the "Equifax Derivative Litigation"), during the pendency of competing motions for the appointment of lead counsel before the United States District Court for the Northern District of Georgia involving the Law Firm, Hartleib filed "Michael Hartleib, Shareholder and Concerned Citizen, Motion [sic] for Acceptance of Amicus Curiae Brief in Opposition to the Appointment of The Weiser Firm as Co-Lead Counsel," a true and correct copy of which – together with the proposed "Amicus Curiae Brief of Concerned Citizen and Shareholder Michael Hartleib in Opposition of [sic] the Appointment of The Weiser Firm as Co-Lead Counsel" – is attached hereto as **Exhibit 21**.

102. Therein, Hartleib expresses his purported "extreme concern" about vague "troubling actions of Weiser et.al," in the Sprint Derivative Action; Hartleib's "concern" largely pertains to the Law Firm's employment of disbarred attorney Silow as a document reviewer. Ex. 21 p. 4.

103. Hartleib alleges that the Law Firm "lied, misl[ed] the court," "attempt[ed] to confuse the Court [sic]," "used an **unfit plaintiff**," engaged "in fraudulent billing," made "false statements," employed another attorney who "repeatedly perjured himself" and constituted "an utter embarrassment to the Plaintiff's Bar," operates a "criminal enterprise," "sees plaintiff's

[sic] as a ‘**necessary nuisance**,’” displayed “hubris and utter contempt for the Court,” engaged in “contemptuous actions in the case” and “Self-Dealing, Unclean Hands and Shameful Violations of Public Trust,” undertook a “zealous quest for reinstatement of four million dollars in unwarranted fees,” “follow[ed] a different set of standards, one that sets the bar at new lows,” made a “desperate attempt to unjustly enrich themselves,” and “has committed criminal acts upon the Kansas Court and a multitude of others across the country.” *Id.* pp. 4-9 (emphasis in original).

104. In his proposed *amicus* brief, Hartleib also grossly mischaracterizes the contents of the Law Firm’s legal filings, the findings of the Kansas State Court, and certain statements from the appellate bench during oral argument before the Kansas Appeals Court, and admits to his unlawful contact with Ross Williams. *Id.* pp. 4, 6-8.

105. Hartleib concludes: “what is going on at the Weiser firm? Either they are completely corrupt, or entirely inept, whichever is the case they are not fit to act as lead on any representative suit.” *Id.* p. 9.

106. In its opposition to Hartleib’s motion for leave to file his *amicus curiae* brief, a true and correct copy of which is attached hereto as **Exhibit 22**, the Law Firm notes:

Hartleib submits his proposed *amicus* filing not as a true, disinterested “friend of the court” or even as a shareholder in Equifax, Inc., but purely in an adversarial capacity in his continuing and openly hostile effort to harass and disturb the Weiser Firm, its clients, and other law firms with whom the Weiser Firm works ...

Hartleib is attempting to use his purported *amicus* filing in this Action as a weapon against the Weiser Firm and its clients, and this Court should not permit Hartleib’s brazen abuse of the *amicus* mechanism to the partisan detriment of plaintiffs in this Action.

Hartleib is not an “impartial individual” suggesting the proper interpretation of any law, but rather a serial harasser of the Weiser Firm and its clients.

Hartleib is seeking to extend his malicious campaign against the Weiser Firm from the Sprint derivative action to this Action . . .

Ex. 22 pp. 1, 4, 6, 10 (parentheticals omitted).

107. One of the attorneys at the Law Firm, James Ficaro, transmitted a copy of the Law Firm’s opposition, to which Hartleib responded by e-mail on March 22, 2018, a true and correct copy of which is attached hereto as **Exhibit 23**: “I received these filings several hours ago! Let Rob know he is making a catastrophic mistake!”

108. At the hearing on the competing motions for appointment of lead counsel in the Equifax Derivative Litigation, prior to any ruling on Hartleib’s *amicus* motion, Hartleib appeared before Judge Thomas W. Thrash, Jr. (“Judge Thrash”) and was permitted to speak.²

109. Without explaining his reasoning, Judge Thrash declined the Law Firm’s motion to be appointed co-lead counsel in the Equifax Derivative Litigation. Hartleib took credit for this result, e-mailing Weiser a copy of Judge Thrash’s order on April 5, 2018, a true and correct copy of which e-mail is attached hereto as **Exhibit 24**, and stating: “Just got home and wanted to make sure that you have this! Good to finally meet you Rob! Like I said, none of this was necessary!”
Ex. 24.

BIG LOTS DERIVATIVE LITIGATION

110. *In re Big Lots, Inc. Shareholder Litigation*, No. 2:12-cv-445 (S.D. Oh.) (“Big Lots Derivative Litigation”), was a derivative suit which asserted a claim for corporate waste by certain of Big Lots’ officers and directors in connection with an alleged insider stock selling scheme and stock repurchase plan.

² A copy of the transcript of the hearing before Judge Thrash was not made available to Plaintiffs.
{01292774;5}

111. Settlement of the derivative claims received preliminary approval from the Honorable Michael H. Watson (“Judge Watson”) of the United States District Court for the Southern District of Ohio on April 6, 2018.

112. As Judge Watson noted in his August 28, 2018 Opinion and Order granting final approval to the settlement in the Big Lots Derivative Action, a true and correct copy of which Opinion and Order is attached hereto as **Exhibit 25**: “On August 24, 2018, well after the time to object and the fairness hearing took place, the Court received an e-mail from Michael Hartleib (“Hartleib”), a shareholder who had an interest in a different case involving The Weiser Firm, P.C. (“Weiser”).” Ex. 25 p. 11 fn.2.

113. Hartleib’s e-mail to Judge Watson in the Big Lots Derivative Litigation was never provided to Plaintiffs, but Judge Watson described it as follows: “Hartleib raised concerns over Weiser’s billing practices in this prior case and stated that he wanted to inform the Court so that it could scrutinize the fee request in this case.” Id.

114. Judge Watson noted that: “Hartleib does not indicate that he is a shareholder in Big Lots or otherwise an interested party in this case. Furthermore, the Court always scrutinizes the billing records of plaintiffs’ counsel before approving fee awards.” Id.

115. Judge Watson elected “out of an abundance of caution” to re-analyze the Law Firm’s billing entries submitted in the Big Lots Derivative Litigation, gave the Law Firm an opportunity to respond to Hartleib’s scurrilous allegations, and determined that “[t]he Court is fully satisfied that the hours billed by Weiser were reasonable in this case.” Id.

CENTURYLINK DERIVATIVE LITIGATION

116. *In re Centurylink Sales Practices and Securities Litigation*, No. 17-md-2795-MJD—MM (the “Centurylink Derivative Litigation”), was initiated in 2017 in the United States

District Court for the District of Minnesota. It includes a consolidation of the separately-filed shareholder derivative cases captioned *Tansey v. Perry, et al.*, No. 18-cv-02460-MJD-KMM; *Flanders v. Post, et al.*, No. 18-cv-02833-MJD-KMM; *Ault v. Post, et al.*, No. 18-cv-02834-MJD-KMM; *Barbree, et al. v. Bejar, et al.*, No. 18-cv-02835-MJD-KMM; and *Palkon v. Boulet, et al.*, No. 19-cv-00284-MJD-KMM.

117. On March 5, 2019, one day prior to a hearing addressing competing motions for appointment of lead counsel in the Centurylink Derivative Litigation, Hartleib filed a self-styled “Amicus Curiae Brief of Shareholder Michael Hartleib and Concerned Citizen in Opposition of [sic] the Appointment of Robbins Arroyo and the Weiser Firm et. al. as Lead Counsel in the Consolidated Derivative Action,” a true and correct copy of which is attached hereto as **Exhibit 26**.

118. The Law Firm was not seeking appointment as co-lead counsel with Robbins Arroyo LLP (“Robbins Arroyo”) or any other law firm in the Centurylink Derivative Litigation. Instead, the Law Firm was a part of the support structure proposed by the law firm of Bragar Eagle & Squire, P.C. in *its* motion for appointment as lead counsel in the Centurylink Derivative Litigation.

119. Robbins Arroyo filed an application for *its own* appointment as lead counsel in the Centurylink Derivative Litigation.

120. Years earlier, Robbins Arroyo filed a shareholder derivative lawsuit on behalf of Sprint, arising from the Sprint/Nextel merger, which – like the Sprint Derivative Action filed by the Law Firm – was resolved by the Sprint Derivative Settlement.

121. As noted hereinabove, Hartleib did not participate in the Sprint Derivative Settlement, and objected vociferously to the Sprint Derivative Settlement.

122. Furthermore, Hartleib is not a shareholder in Centurylink, nor does he claim to be a shareholder in Centurylink, thus depriving him of standing as *amici* in the Centurylink Derivative Litigation.

123. In his brief, Hartleib claims that he seeks to “inform this Court of ongoing troubling actions by the Weiser and Robbins Arroyo et.al. [sic] Firms,” pertaining to the Sprint Derivative Settlement. Ex. 26 p. 2.

124. Hartleib alleges that the Law Firm and Robbins Arroyo utilized “deceased parties, friends and family members which [sic] lacked standing, and paid serial criminal Plaintiffs,” and that they “generate thousands of billable hours for illusory work, submit fraudulent time logs and seek hundreds of millions in unjust fees in cases across the country.” *Id.*

125. Hartleib alleges that when he objected to the Sprint Derivative Settlement, “I was subjected to vicious ad hominem attacks as Weiser and Robbins Arroyo et.al. [sic] proved they would stop at nothing to protect their criminal enterprise . . . Weiser et.al [sic] lied, misleading the court [sic] . . . Weiser et.al. [sic] committed perjury and admitted to billing fraud.” *Id.* pp. 6-7.

126. Hartleib admits to contacting Ross-Williams without consent of counsel or the Kansas Appeals Court, and further admits that upon receiving the Law Firm’s cease-and-desist letter, “I replied by informing them that I would neither cease nor desist as the truth is an absolute defense. I informed them that they and their co-conspirators were the ones that needed to *Cease and Desist*.” *Id.* p. 7 (emphasis in original).

127. Hartleib alleges that in the Centurylink Derivative Litigation, Weiser “is now forced to initiate a new strategy, one of hiding behind another firm Bragar Eagel [sic] and Squire

seeking lead in this case in an effort to manage cases behind the scene [sic]. Greed appears to be powerful [sic] motivator.” Id.

128. Hartleib also alleges without any basis that “Mr. Jeffrey Mark Silow has worked for the Weiser and Robbins Arroyo et.al. Firms [sic] for over 10 years, billing likely more than 100 million dollars in illicit fees, in a multitude of cases across the country.” Id. p. 8.

129. On the following day, March 6, 2019, Hartleib appeared at a hearing before the Honorable Michael J. Davis (“Judge Davis”) with respect to the competing motions for appointment of lead counsel in the Centurylink Derivative Litigation. A true and correct copy of the relevant portions of the transcript of the March 6, 2019 hearing before Judge Davis is attached hereto as **Exhibit 27.**

130. As the Law Firm did not seek lead counsel appointment in the Centurylink Derivative Litigation, neither Weiser nor anyone else from the Law Firm attended that hearing.

131. After counsel for each of the competing movants were heard, Hartleib was permitted to speak by Judge Davis, and did so as follows, in relevant portion:

As your honor knows, in the amicus brief I lay things out that shows [sic] a pattern, a course of conduct over many years. I, as a shareholder, have had to defend my interests against the likes of Robbins Arroyo and more recently the Weiser Law Firm.

Ex. 27 at 40:11-15.

[T]he way I have gotten involved in this is I see someone that [sic] falsely purports to represent the shareholders’ interests or the corporation, the shareholders derivatively, and then I see no meaningful relief or nearly illusory relief and a tremendous amount in attorneys fees. And in the Kansas case, I mean, I was subjected, I was – my character – I mean, I ended up having to defend my character, and I wasn’t the one that [sic] did anything wrong. You know, I mean, it’s unbelievable the attacks that I took, so – **but it does nothing to dissuade me. It just galvanizes my conviction and strengthens my resolve.**

Id. at 41:3-13 (emphasis provided).

With regard to the amicus brief, I didn't have a full service, the notice, you know, who to serve everyone. And I understand that it could be prejudicial because they haven't had a chance to respond, but I welcome a response. That said, **if the firms would like to give me a list of their forthcoming cases in which they are seeking leave, I could be certain to notify everybody timely** and I wouldn't have to prepare, stay up all night, all weekend long, to try to draft an amicus brief and get it to the court and then, you know, fly in.

Id. at 41:24-42:8 (emphasis provided).

And, Your Honor, *I know for a fact that the Weiser firm knew who Mr. Silow was and that will come out, you know, during the course of litigation.* And I am pretty certain that the Robbins Arroyo firm knew who he was as well.

These firms, when these firms are up to no good, when they are billing illusory hours – you know, if I had 30 minutes with Your Honor in chambers, I could give Your Honor a lot more information . . .

Id. at 43:4-12.

132. After bringing Hartleib's meandering comments to a close, Judge Davis permitted George C. Aguilar, Esquire of Robbins Arroyo to respond to Hartleib's *amicus* brief and remarks at the hearing. Id. at 44:1-46:11. The Court also gave Mr. Aguilar one week to respond in writing to Hartleib's *amicus* brief. Id. at 46:12-13.

133. Hartleib then concluded his statements to the Court in relevant portion as follows:

HARTLEIB: . . . The allegations that I make against these firms are very serious allegations. He says that I am libeling him, slandering him and defaming the firm. I have asked Mr. Aguilar on numerous occasions **if they would like to sue me, I will waive service. I am perfectly happy for you – if you want to commence an action, then I will get the discovery –**

THE COURT: Speak to me.

HARTLEIB: Then I will get the discovery that I need to finally put an end to this, all of this, you know, unjust enrichment, you know, literally bastardizing our judicial process.

THE COURT: Okay.

HARTLEIB: Thank you.

Id. at 47:8-21 (emphasis supplied).

134. After the Centurylink hearing, on March 14, 2019, Harteib sent an e-mail to Jill Boren, administrative assistant to Judge Vano, who ruled on the Sprint Derivative Settlement in the Kansas State Court. A true and correct copy of Harteib's March 14, 2019 e-mail is attached hereto as **Exhibit 28**.

135. Harteib copied the entire attorney distribution list for the Sprint Derivative Settlement on his March 14, 2019 e-mail to Ms. Boren. *Id.*

136. Therein, Harteib wrote:

Dear Ms. Boren, I hope this e-mail finds you well. I thought that the Honorable Vano would be interested to know that my quest to expose lawyer driven litigation and corruption rife throughout the Plaintiffs Bar continues. Attached is an Amicus Brief filed in Minnesota, and transcript of the hearing before the Honorable Michael J. Davis. In addition, I have initiated legal action against Weiser and representative plaintiff Ross-Williams as outlined in the attached complaint.

. . . Maybe Judge Vano would be interested in setting the record straight before the Court appoints lead Counsel in the aforementioned [Centurylink] case.

Interestingly, I received an anonymous letter last night which details an elaborate scheme by Weiser et.al. to procure "Relators" in Qui Tam cases. It involves the use of several LLC shell corporations set up for the sole purpose of soliciting information under false pretenses to facilitate lawyer driven Qui Tam cases. This has resulted in the DOJ filing a motion to dismiss 11 active cases, filed by Weiser et.al. including ABBVIE. The level of sinister is [sic] truly unbelievable, some of which is outlined in the attached Motion to dismiss by the Feds!

Lastly, I would like to express my gratitude to Judge Vano, I am, and remain incredible [sic] grateful for allowing me to be heard, and finding my arguments compelling. I will continue my quest to expose and reform the corruption rife throughout Derivative litigation.

With the Utmost Respect,
Michael Harteib (646) 494-5901

Ex. 28.

137. The *qui tam* cases referenced by Hartleib involve whistleblower complaints brought by the National Healthcare Analysis Group (“NHCA”) and related organizations accusing eleven pharmaceutical manufacturers of enticing doctors to prescribe their products using nurse educators as “kickbacks”.

138. The Law Firm was nominally involved in only three of the eleven of the NHCA’s *qui tam* cases – *United States of America, et al v. OTSUKA Holdings Company, Ltd. et al*, No. 1:17-CV-00966 (N.D. Ill.) (the “Otsuka case”); *United States of America et al v. SMSF, LLC et al*, No. 1:16-CV-11379 (D. Mass.) (the “Biogen case”); and *Miller et al v. AbbVie Inc. et al*, No. 3:16-CV-02111 (N.D. Tex.) (the “AbbVie case”).

139. In the Otsuka case, the Law Firm never entered an appearance, and upon learning that the government did not wish to proceed, the Law Firm immediately informed its clients that they would need to secure new counsel if they wished to proceed. On October 29, 2018, substitute counsel appeared for the relators, and on October 31, 2018, local counsel’s motion to withdraw was granted. After the government filed a motion to dismiss the Otsuka case, the relators, through their new counsel, filed a notice of voluntary dismissal.

140. Similarly, in the Biogen case, the Law Firm never entered an appearance or sought admission *pro hac vice*, and informed its clients of the need to secure new counsel upon learning that the government did not wish to prosecute the case. On August 24, 2018, substitute counsel, GeyerGorey LLP, appeared in the case, and on December 17, 2018 the government filed a motion to dismiss; the case was closed on or about December 26, 2018.

141. Finally, in the AbbVie case, the Law Firm entered its appearance on June 22, 2018. As with the Otsuka case and the Biogen case, upon learning of the government’s decision not to pursue the case, the Law Firm immediately informed its clients that they would need to

secure new counsel. On September 25, 2018, GeyerGorey LLP filed a notice of substitution for the Law Firm. On December 17, 2018, the government moved to dismiss the case, and on March 13, 2019, the relators, through their new counsel, filed a notice of voluntary dismissal.

142. The Law Firm did not engage in any nefarious conduct, nor has any court or government agency suggested the Law Firm did anything improper.

143. On April 23, 2019, Judge Davis issued a Memorandum of Law & Order appointing Bragar Eagle & Squire, P.C. as lead counsel, whose proposed support structure includes the Law Firm. A true and correct copy of the April 23, 2019 Memorandum issued by Judge Davis is attached hereto as **Exhibit 29**.

144. With respect to Hartleib, Judge Davis wrote as follows: “The Court has carefully considered Hartleib’s allegations, Robbins Arroyo’s response, and the public record in the cases cited by Hartleib. The Court concludes that **Hartleib has raised no legitimate questions** with regard to the ethics or expertise of the Robbins Arroyo law firm. **The Court is satisfied that there are no ethical concerns** that would hinder Robbins Arroyo’s application for appointment as Lead Counsel.” Ex. 29 p. 5 (emphasis supplied).

Hartleib’s Federal Lawsuit Against Plaintiffs

145. On December 12, 2018, Kansas-based counsel for Hartleib, Andrew Protzman, Esquire, provided Weiser with a draft copy of a petition alleging legal malpractice/breach of fiduciary duty and violations of Kansas Consumer Protection Act claims against Weiser and the Law Firm, and abuse of process and breach of fiduciary duty claims against Ross-Williams. A true and correct copy of counsel’s December 12, 2018 correspondence and the attached draft petition are attached hereto as **Exhibit 30**.

146. The petition stems from Hartleib’s claim that he was a client of the Law Firm for purposes of the 2009 Sprint Derivative Action, even though Hartleib filed separate derivative litigation with respect to Sprint in 2011 by and through separate counsel.

147. In his December 12, 2018 letter, Mr. Protzman invited Weiser to “explore avenues to an agreeable resolution to the matter before it is filed.” Ex. 30 p. 1.

148. The undersigned, Philip S. Rosenzweig, Esquire, corporate counsel for the Law Firm and personal counsel for Weiser, responded by letter dated December 19, 2018, a true and correct copy of which is attached hereto as **Exhibit 31**.

149. Therein Mr. Rosenzweig wrote, in part:

[The] causes of action [alleged against Weiser and the Law Firm in the draft petition] depend, inter alia, upon a demonstrably false and absurd premise: that the Weiser Firm and/or Mr. Weiser “agreed to represent Mr. Hartleib” and “entered into an attorney-client relationship” with Hartleib in March 2009. . . .

. . . while Hartleib may have sought my Clients’ legal services, such services were certainly never provided to or received by Hartleib, because my Clients flatly declined to act as counsel (or co-counsel) to Hartleib immediately after Mr. Weiser first communicated with Hartleib.

Surely you agree that an implied attorney-client relationship is not formed simply because an individual seeking legal representation communicated with a lawyer once, and of course, as set forth above, Kansas law does not provide otherwise.

Ex. 31 p. 2 (internal citations omitted).

150. Mr. Protzman e-mailed Mr. Rosenzweig twice more – on December 21, 2018 and January 7, 2019 (true and correct copies of which e-mail correspondence are attached hereto collectively as **Exhibit 32**) – seeking both times to initiate “pre-suit mediation of this matter.” Ex. 32 p. 1.

151. Plaintiffs herein did not wish to entertain Hartleib’s overture of “pre-suit mediation,” and Mr. Rosenzweig accordingly did not respond to Mr. Protzman’s e-mails.

152. On January 22, 2019, Hartleib filed a civil action in the Kansas State Court, alleging legal malpractice/breach of fiduciary duty, violation of the Kansas Consumer Protection Act and abuse of process claims against Weiser and the Law Firm (the “Hartleib Action”). Hartleib’s complaint also includes claims for abuse of process and breach of fiduciary duty against Ross-Williams. A true and correct copy of Hartleib’s complaint against Plaintiffs and Ross-Williams in the Hartleib Action is attached hereto as **Exhibit 33**.

153. Plaintiffs herein subsequently removed the Hartleib Action to the Kansas Federal Court, and moved to dismiss Hartleib’s complaint on February 27, 2019, which motion was granted by Memorandum and Order dated August 21, 2019.

154. On September 18, 2019, Hartleib moved for reconsideration of the dismissal of the Hartleib Action, which motion was denied by Memorandum and Order dated June 22, 2020.

155. Shortly thereafter, Hartleib filed an appeal of the dismissal of the Hartleib Action, which appeal remains pending.

Hartleib Contacts Abelson and Detective Thomas J. Goggin in Pennsylvania

156. Hartleib intentionally contacted certain individuals in Pennsylvania seeking help in his efforts to harm the Plaintiffs there.

157. For example, in February of 2018, Hartleib called Abelson at its sole office located in Philadelphia, Pennsylvania and spoke with Joyce A. Feinstein (“Feinstein”). Hartleib had no previous relationship with Abelson or Feinstein.

158. Feinstein is the recruiter who first placed Silow with the Law Firm a decade earlier.

159. After the call, Feinstein e-mailed Hartleib: “[I] told Cathy [Abelson] what I could about your and our phone call. I was confused about the motivation of your call to Abelson. Also

confused if you were an attorney or a plaintiff yourself. I found out through more digging, you are a professional plaintiff.” A true and correct copy of Feinstein’s e-mail is attached hereto as

Exhibit 34.

160. Hartleib responded by e-mail:

I understand that I am on a rant, but you hit a nerve. . . . I tell people all the time that I have a personality disorder . . . I cannot [sic] only help you defeat their suit, I can facilitate a cross-complaint that could lead to the demise of the Weiser Firm and damages for Abelson. If you are still not convinced, I can provide contacts, or more from the current case to convince you. . . . Weiser et.al. [sic] are corrupt and inept. After all, a layperson has defeated and humiliated them, and I am far from finished. I predict when over certain attorneys may not be practicing law in the future. I am hopeful that we can work together.

A true and correct copy of Hartleib’s e-mail is attached hereto as **Exhibit 35.**

161. Neither Abelson nor Feinstein responded to Hartleib.

162. Undeterred, Hartleib called and e-mailed Abelson *again* on February 22, 2018:

. . . My name is Michael Hartleib, I am the person who has exposed the fraud committed by the Weiser firm in the case that has brought Mr. Silow’s criminal past and disbarred status into focus. . . Their actions in this case are truly unconscionable . . . they have filed multiple perjurious [sic] declaration and will stop at nothing to protect their duplicitous acts and criminal enterprise. . . . I am hopeful that we can work together and facilitate a cross-complaint against the Weiser firm. . . . I know where the bodies are buried and intend to dig them up. I look forward to speaking with you.

A true and correct copy of Hartleib’s February 22, 2018 e-mail is attached hereto as

Exhibit 36.

163. Hartleib e-mailed Feinstein a *third* time on February 24, 2018:

. . . I just found out [Weiser’s] firm was appointed lead in a huge nationwide suit. I will be working tonight and tomorrow on an Amicus Brief [sic], whereby I will inform the court of his criminal acts in the Sprint case, ongoing PA Bar investigation and forthcoming Order from the Kansas Court of Appeals. His firm is unfit to be lead Counsel [sic] in any representative suit at this time. . . . My goal will be to have him removed as lead plaintiff counsel in said case. You are in a fantastic position with regard to the Weiser suit, this could end up being a huge

win for Abelson. Tell Cathy not to worry about it. They have dug themselves a hole that will be impossible to escape from.

A true and correct copy of Hartleib's February 24, 2018 e-mail is attached hereto as **Exhibit 37**.

164. Months later, on June 2, 2018, Hartleib e-mailed Abelson yet *again*, stating: "Cathy, are you interested in working together to commence an action against the Weiser firm? Why won't you have your attorney's contact me." A true and correct copy of the June 2, 2018 e-mail is attached hereto as **Exhibit 38**.

165. Seeking assistance throughout Pennsylvania in his campaign of destruction against Plaintiffs, Hartleib was simultaneously contacting Thomas J. Goggin, Detective Sergeant at the Chester County District Attorney's Office in Chester County, Pennsylvania ("Detective Goggin").

166. On March 13, 2018, Hartleib wrote to Detective Goggin: "the Weiser firm is claiming to be a victim of Mr. Silow, when there is irrefutable proof they knew of Mr. Silow [sic] fraud and conspiracy against the court." A true and correct copy of the March 13, 2018 e-mail is attached hereto as **Exhibit 39**.

167. Hartleib sent a second e-mail to Detective Goggin the following day, stating: "Hey Thomas . . . [Silow] was presented as an attorney in good standing, and securities expert . . . the Weiser firm knew exactly who Silow was and the Weiser [sic] is lying." A true and correct copy of the March 14, 2018 e-mail is attached hereto as **Exhibit 40**.

168. A week later, on March 22, 2018, Hartleib sent a third e-mail:

Mr. Goggin's [sic] . . . Weiser knew exactly who Silow was! I was hopeful [Abelson] would want to work together but I have not heard back from there [sic] lawyers. I am going to bring a civil suit against Weiser. Were you able to find the misdemeanor charges against Silow? Were you able to find the suit Vs [sic] Abelson? Any information could be helpful!

A true and correct copy of the March 22, 2018 e-mail is attached hereto as **Exhibit 41**.

{01292774;5}

169. Approximately two months later, on May 14, 2018, Hartleib e-mailed Detective Goggin *again*, attaching the opinion of the Kansas Appeals Court upholding the reduced attorneys' fee award in the Sprint Derivative Litigation and writing: "Were you ever able to find charges filed against Silow? I can't believe that the[y] can commit perjury and try to defraud the court and Sprint and walk away with 450k . . . I am going to file a Bar complaint and commence a civil action." A true and correct copy of the May 14, 2018 e-mail is attached hereto as **Exhibit 42**.

170. By providing the aforementioned opinion to Detective Goggin, Hartleib clearly intended to mischaracterize the Kansas Appeals Court opinion as the product of the frauds he alleged against Weiser and the Firm, without basis.

171. On November 6, 2018, Hartleib reached out to Detective Goggin a final time, "following up to see if any action was taken by [Detective Goggin's] department" and describing an attached document Hartleib received from Weiser as an "attempt to impugn [Hartleib's] integrity" and "[c]ompletely inconsistent with what [Weiser] told the appellate court." A true and correct copy of the November 6, 2018 e-mail is attached hereto as **Exhibit 43**.

172. Hartleib's communications with each of Abelson and Detective Goggin demonstrate Hartleib's knowing and intentional injection into Pennsylvania in order to solicit the assistance of and collaboration with Abelson and Detective Goggins in harming Plaintiffs.

173. Hartleib's actions as set forth hereinabove – including but not limited to the distribution of unsolicited missives to attorney contact lists in ongoing litigations, the multiple applications to vacate a Protective Order preventing Hartleib from continued unlawful contact with clients of the Law Firm, the filing of *amicus curiae* briefs and appearances at hearings in unrelated litigations simply to insult, defame, and disparage Plaintiffs and their colleagues, the

threatening and profane letters to the bench of the Court of Common Pleas of Chester County, Pennsylvania, the threats to insert himself into the Law Firm's pending cases such as *Witmer, LC* and *A10*, and the repeated improper written and oral requests for *ex parte* contact with a judge or for a judge to insert himself into an unrelated pending case – demonstrate Hartleib's campaign to insult, degrade, belittle, harass, annoy, denigrate, malign, harm, embarrass and destroy the reputations of Plaintiffs.

174. Hartleib's various communications to Plaintiffs' colleagues, to judges, to clients, to Abelson, and to Detective Goggins is defamatory insofar as it maligns Plaintiffs by name to third parties, thereby injuring Plaintiffs' professional reputations and profitability.

175. Hartleib's various communications directly attacking the quality of the services provided by Plaintiffs to judges, clients, and Detective Goggins are disparaging insofar as they directly undermine the legal services provided by Plaintiffs.

176. Hartleib has intentionally caused Weiser to suffer emotional distress as a result of Hartleib's outrageously cruel, indecent, inflammatory and/or false personal attacks upon Weiser's abilities, character, actions, relationships, legal ethics, beyond all possible bounds of decency. Hartleib's targeted and personal affronts and intentional deceptions, fabrications, slurs and smears have directly resulted in Weiser suffering great distress, anxiety and upset, and the primary interests of the Law Firm suffering severe harm.

177. Not only has Hartleib caused Weiser to suffer personal emotional distress, but he has selectively published and mischaracterized matters related to Weiser in such a way that they cast Weiser in a false, negative light.

178. Hartleib's outrageous behavior cannot be permitted in a judicial system founded on the pillars of honesty, fairness and legitimacy.

Count I-- Defamation

179. Plaintiffs repeat and reassert each of the previous paragraphs as though the same were set forth herein.

180. “A prima facie case for defamation requires the plaintiff to plead the following: (1) the defamatory character of the communication; (2) publication of the communication to a third party; (3) the communication refers to the plaintiff; (4) the third party’s understanding of the communication’s defamatory character; and (5) injury.” *Brown v. Blaine*, 833 A.2d 1166, 1173 n. 14 (Pa. Commw. 2003)(citing 42 Pa. C.S.A. § 8343).

181. “Pennsylvania, like many other jurisdictions, recognizes a judicial litigation privilege providing immunity for communications which are made in the regular course of judicial proceedings and are material to the relief sought.” *Schanne v. Addis*, 121 A.3d 942, 947 (Pa. 2015). The privilege covers statements made by parties, witnesses, attorneys, or judges. *Id.* “[T]he privilege is absolute, meaning that, where it attaches, the declarant’s intent is immaterial even if the statement is false and made with malice.” *Id.* at 947 (citing *Bochetto v. Gibson*, 580 Pa. 245, 860 A.2d 67, 71 (Pa. 2004)). The judicial privilege is not limited to statements made in open court, but encompasses pleadings as well. *Grey v. Johansson*, No. 15-2479 2016 U.S. Dist. LEXIS 53931 *14-*15, 2016 WL 1613804 (E.D. Pa. April 22, 2016)(citing *Post v. Mendel*, 510 Pa. 213, 507 A.2d 351, 353 (Pa. 1986); *Stein v. City of Philadelphia*, 2013 U.S. Dist. LEXIS 172172, 2013 WL 6408384, at *6 (E.D. Pa. Dec. 5, 2013) (“Parties in litigation are given an absolute privilege with regard to statements that relate to a judicial proceeding if the communications are preliminary to, instituting, or part of the proceeding.”)).

182. “[I]t is well-settled law that a communication which ascribes to another conduct, character, or a condition that would adversely affect his fitness for the proper conduct of his

business, trade, or profession, is defamatory per se. Where there is any doubt that the communication disparages or harms the complainant in his business or profession, that doubt must be resolved in favor of the complainant; even where a plausible innocent interpretation of the communication exists, if there is an alternative defamatory interpretation, it is for the jury to determine if the defamatory meaning was understood by the recipient.” Pelagatti v. Cohen, 370 Pa. Super. 422, 438-39, 536 A.2d 1337 (Pa. Super. 1987)(internal citations omitted).

183. Hartleib made several defamatory statements about Plaintiffs to members of the bench and the bar who were involved in the Sprint Derivative Settlement, to wit:

- a. On March 6, 2017, Hartleib wrote to eleven members of the bar at five different law firms, as well as Judge Vano’s administrative assistant, that Weiser made “statements to the Appellate Court [which] were disingenuous at best. Shocking!” Ex. 12. Hartleib implied that Weiser did not honor any “ethical obligation,” and accused Weiser of “attempt[ing] to obfuscate your chicanery in this case,” and being one of “the corrupt parties in this case!” who was threatening “the integrity of the judicial system . . .” Id.
- b. Also on March 6, 2017, Hartleib contacted the Law Firm’s client, Ross-Williams, the lead plaintiff in the Sprint Derivative Action. Ex. 13. Therein Hartleib told Ross-Williams that the Law Firm was a “criminal enterprise” and was not serving her interests as a Sprint shareholder.
- c. On March 7, 2017, Hartleib e-mailed Ross-Williams, fifteen members of the bar and Judge Vano’s administrative assistant and falsely stated: “you are a unwitting victim of [the Law Firm’s] fraud committed against the

Court. As we discussed they have submitted millions of dollars in fraudulent billing in your case. As I informed you that this was not just my opinion, the Judge in your case came to a similar conclusion. In fact, your attorneys have now admitted to at least 1.6 million dollars in fraudulent bills submitted to the Court. Mr. Weiser has confirmed this in two separate letters. (See attached). I am no expert, but when a Firm admits criminal acts in a case I believe they are obligated to notify you as the Plaintiff. Mr. Weiser and his Firm have already contacted their Bar associations and other Courts to self-report their criminal acts. . . they are in a lot of trouble . . . I will provide incontrovertible proof that Mr. Weiser et. al. is just as guilty as Mr. Silow. This is just the tip of the iceberg.” Ex. 14.

- d. In a second March 7, 2017 e-mail to fifteen members of the bar and Judge Vano’s administrative assistant, Hartleib accused Weiser of making “self-serving misrepresentations” in correspondence, of “fail[ing] to provide” documents to his client; of committing “fraudulent acts and bastardization [sic] of the judicial system,” of “coercing your ‘client’ to misstate facts,” of having “little credibility,” of making a “not so veiled [sic] threat” to reserve Ross-Williams’ rights, and of needing to “consult with an ethics attorney, that’s right you already have!” Ex. 14.
- e. After Hartleib tipped *The Wall Street Journal* about the Law Firm’s victimization by Silow and Abelson, Hartleib e-mailed eleven members of

the bar and Judge Vano's assistant regarding Weiser: "What an embarrassment to the bar! See you in Court." Ex. 16.

- f. In an April 7, 2018 e-mail to Weiser and eight other members of the bar, Hartleib accused Weiser of "attempt[ing] to mislead the Appellate Court with incomplete records," of making "personal attacks [that] smack of desperation," and of making "ill-advised actions, [sic] and ad-hominem attacks [which] are making the Weiser Firm radioactive!" Ex. 15.
- g. On May 19, 2018, Hartleib admitted in writing in an e-mail to numerous attorneys that he intended to make false allegations against the Law Firm, stating: "Plaintiff Counsel, and I use this term loosely, when making false allegations against a party I would suggest you at least get it right. I am no expert, but I am pretty sure it would be libelous! I will demonstrate its proper use posthaste!" Ex. 18.
- h. On June 2, 2018, Hartleib sent an e-mail to a host of members of the bar in which he referred to the Law Firm's work in the Sprint Derivative Action as "fraud" and "the very definition of [r]acketeering." Ex. 19. Hartleib implied that the Law Firm's "standard operating procedure" is "to submit millions in fraudulent fee requests upon the Court" which "prevents a troubling pattern of fraud and corruption in these lawyer-driven cases." Id.
- i. Finally, in a March 14, 2019 e-mail to Judge Vano's chambers, Hartleib asked Judge Vano to interject himself into the Centurylink Derivative Action in opposition to the Law Firm's role in the support structure of

proposed (and ultimately approved) lead counsel Bragar, Eagle & Squire, P.C. (“Maybe Judge Vano would be interested in setting the record straight before the Court appoints lead counsel in the aforementioned case.”); and accused the Law Firm and Weiser of “sinister” behavior in an “elaborate scheme” involving “the use of LLC shell corporations set up for the sole purpose of soliciting information under false pretenses to facilitate lawyer driven Qui Tam cases.” Ex. 28.

184. Hartleib also made defamatory statements about Plaintiffs to members of the bench and bar outside of the Sprint Derivative Settlement context, for example:

- a. On April 25, 2017, Hartleib mailed a letter to sitting members of the Court of Common Pleas of Chester County, Pennsylvania – where the Law Firm is located – about Weiser and the Law Firm, stating that Judge Vano “caught the firm in the act” of falsifying their billings in the Sprint Derivative Settlement, and implying that Weiser was a profane bully and incompetent lawyer and firm manager. Ex. 17.
- b. On August 24, 2018, Hartleib e-mailed Judge Watson in the Big Lots Derivative Action, even though he was not “a shareholder in Big lots or otherwise an interested party in this case” raising “concerns over Weiser’s billing practices in [a] prior case and stat[ing] that he wanted to inform the Court so it would scrutinize the fee request in this case.” Ex. 25 p. 11 fn.2.
- c. Similarly, in the Centurylink Derivative Litigation, Hartleib submitted an *amicus curiae* brief on March 5, 2019 opposing the Law Firm’s role in the

case, purportedly to “inform the Court of ongoing troubling actions by the Weiser [Firm] . . .” Ex. 26. Hartleib specifically alleged that the Law firm utilized “deceased parties, friends and family members which [sic] lacked standing, and paid serial criminal Plaintiffs,” and “generate thousands of billable hours for illusory work, submit fraudulent time logs and seek hundreds of millions in unjust fees in cases across the country.” Id. According to Hartleib, the Law Firm “would stop at nothing to protect their criminal enterprise . . . Weiser et.al [sic] lied, misleading the court [sic] . . . Weiser et.al. [sic] committed perjury and admitted to billing fraud . . . likely more than 100 million dollars in illicit fees, in a multitude of cases across the country.” Id.

- d. Hartleib appeared at a hearing in the Centurylink Derivative Action on March 6, 2019, stating to the Court and everyone present in the courtroom: “I lay things out that shows [sic] a pattern, a course of conduct over many years . . . I see no meaningful relief or nearly illusory relief and a tremendous amount in attorneys fees . . . And, Your Honor, I know for a fact that the Weiser firm knew who Mr, Silow was and that will come out, you know, during the course of litigation . . . These firms, when these firms are up to no good, when they are billing illusory house – you know, if I had 30 minutes with Your Honor in chambers, I could give Your Honor a lot more information . . . The allegations that I make against these firms are very serious allegations.” Ex. 27.

185. Hartleib also made defamatory statements about Plaintiffs to other third parties located in Pennsylvania, such as Abelson and Detective Goggins, for example:

- a. In an e-mail to Abelson on February 22, 2018, Hartleib indicated that he had “exposed the fraud committed by the Weiser firm” and that the alleged actions of the Firm were “unconscionable” and that the Firm had filed “multiple perjurious [sic] declaration [sic]” to “protect their duplicitous acts and criminal enterprise. Ex. 36.
- b. In an e-mail to Feinstein on February 24, 2018, Hartleib stated his interests in facilitating the “demise of the Weiser Firm” and that “Weiser et.al. [sic] are corrupt and inept” because a “layperson . . . defeated and humiliated them” and concluding that, based on his actions, “certain attorneys may not be practicing law in the future. Ex. 35.
- c. E-mailing Feinstein again on February 24, 2018, writing that Hartleib intended to inform “the court of his criminal acts in the Sprint case [and] ongoing Pa Bar investigation” and that the Firm was “unfit to be lead Counsel [sic] in any representative suit[.]” Ex. 37.
- d. In contacting Detective Goggin, Hartleib stated that the Law Firm “knew of Mr. Silow [sic] fraud and conspiracy[.]” that “Weiser [sic] is lying” and “knew exactly who Silow was[.]” that Hartleib could not “believe that the[y] can commit perjury and try to defraud the court and Sprint and walk away[.]” and implicitly mischaracterizing the reduction of attorneys’ fees in the Sprint Derivative Action as the product of the frauds baselessly alleged by Hartleib. Exs. 39, 40, 41, and 42.

186. Upon information and belief, in each of the eighteen instances detailed hereinabove in which Hartleib made a defamatory statement to multiple third parties about Plaintiffs, the third parties hearing or reading the statement(s) understood the nature of those statements as disparaging Plaintiffs with respect to the practice of law. Therefore, they constitute defamation *per se*.

187. None of these defamatory statements could be excused by judicial privilege, as none were relevant to the “relief sought” by Hartleib as a Sprint shareholder in the derivative case brought on behalf of Sprint.

188. The effect of Hartleib’s defamatory statements to third parties has been to injure Plaintiffs’ business and professional reputations.

189. Plaintiffs have been compelled to defend and repair their professional reputations against Hartleib’s baseless allegations.

WHEREFORE, Plaintiffs Robert Weiser and The Weiser Law Firm, P.C. demand judgment in their favor and against Michael Hartleib in an amount to be determined at trial for damages due to defamation, and respectfully request that this Honorable Court grant them such other relief that the Court deems appropriate under the circumstances.

Count II – Intentional Infliction of Emotional Distress

190. Plaintiffs repeat and reassert each of the previous paragraphs as though the same were set forth herein.

191. “One who by extreme and outrageous conduct intentionally or recklessly causes severe emotional distress to another is subject to liability for such emotional distress, and if bodily harm to the other results from it, for such bodily harm.” *Hoy v. Angelone*, 554 Pa. 134,

150-151, 720 A.2d 745 (Pa. 1998)(citing and quoting Restatement (Second) of Torts § 46(1) (1965)).

192. To establish a claim for intentional infliction of emotional distress, a plaintiff must show that the defendant's conduct was "so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious and utterly intolerable in a civilized society." *Hoy*, 720 A.2d at 754 (internal citations omitted).

193. Hartleib's insults, jeers, slurs, taunts, lies, affronts and abuses aimed at Weiser and at the Law Firm that he founded and operates with his spouse, and broadcast to judges and colleagues and to the legal community at large via publicly-available pleadings and to the international population via *The Wall Street Journal's* article are indecent, dishonest, outrageous, malicious, atrocious and should not be tolerated by this Honorable Court.

194. Hartleib's conduct as described hereinabove has intentionally caused Weiser to suffer enormous stress, anxiety, sleep deprivation, depression, anger and torment.

WHEREFORE, Plaintiff Robert Weiser demands judgment in his favor and against Michael Hartleib in an amount to be determined at trial for damages from intentional infliction of emotional distress, and respectfully request that this Honorable Court grant him such other relief that the Court deems appropriate under the circumstances.

Count III – Commercial Disparagement

195. Plaintiffs repeat and reassert each of the previous paragraphs as though the same were set forth herein.

196. Hartleib viciously leveled false claims directed at the legal services provided by Weiser and the Law Firm, disparaging both their quality and the ethics of Plaintiffs' practice.

197. “Regardless of the label, the publication of a disparaging statement concerning the business of another is actionable where: (1) the statement is false; (2) the publisher intends the publication to cause pecuniary loss or reasonably should recognize that publication will result in pecuniary loss; (3) pecuniary loss does in fact result; and (4) the publisher either knows that the statement is false or acts in reckless disregard of its truth or falsity.” *Neurotron Inc. v. Med. Serv. Ass’n of Pa.*, 254 F.3d 444, 448 (3d Cir. 2001) (quoting *Pro Golf Manufacturing, Inc. v. Tribune Review Newspaper Company*, 2000 Pa Super 273, 761 A.2d 553 (2000) (internal citations omitted)).

198. Hartleib, through his false and disparaging statements regarding events in the Sprint Derivative Litigation and the demonstrably false characterizations thereof, commercially disparaged Weiser and the Law Firm, to wit:

- a. On March 6, 2017, Hartleib wrote to eleven members of the bar at five different law firms, as well as Judge Vano’s administrative assistant, that Weiser made “statements to the Appellate Court [which] were disingenuous at best. Shocking!” Ex. 12. Hartleib implied that Weiser did not honor any “ethical obligation,” and accused Weiser of “attempt[ing] to obfuscate your chicanery in this case,” and being one of “the corrupt parties in this case!” who was threatening “the integrity of the judicial system . . .” Id.
- b. Also on March 6, 2017, Hartleib contacted the Law Firm’s client, Ross-Williams, the lead plaintiff in the Sprint Derivative Action. Ex. 13. Therein Hartleib told Ross-Williams that the Law Firm was a “criminal enterprise” and was not serving her interests as a Sprint shareholder.

- c. On March 7, 2017, Hartleib e-mailed Ross-Williams, fifteen members of the bar and Judge Vano's administrative assistant and falsely stated: "you are a unwitting victim of [the Law Firm's] fraud committed against the Court. As we discussed they have submitted millions of dollars in fraudulent billing in your case. As I informed you that this was not just my opinion, the Judge in your case came to a similar conclusion. In fact, your attorneys have now admitted to at least 1.6 million dollars in fraudulent bills submitted to the Court. Mr. Weiser has confirmed this in two separate letters. (See attached). I am no expert, but when a Firm admits criminal acts in a case I believe they are obligated to notify you as the Plaintiff. Mr. Weiser and his Firm have already contacted their Bar associations and other Courts to self-report their criminal acts. . . they are in a lot of trouble . . . I will provide incontrovertible proof that Mr. Weiser et. al. is just as guilty as Mr. Silow. This is just the tip of the iceberg." Ex. 14.
- d. In a second March 7, 2017 e-mail to fifteen members of the bar and Judge Vano's administrative assistant, Hartleib accused Weiser of making "self-serving misrepresentations" in correspondence, of "fail[ing] to provide" documents to his client; of committing "fraudulent acts and bastardization [sic] of the judicial system," of "coercing your 'client' to misstate facts," of having "little credibility," of making a "not so veiled [sic] threat" to reserve Ross-Williams' rights, and of needing to "consult with an ethics attorney, that's right you already have!" Ex. 14.

- e. After Hartleib tipped *The Wall Street Journal* about the Law Firm's victimization by Silow and Abelson, Hartleib e-mailed eleven members of the bar and Judge Vano's assistant regarding Weiser: "What an embarrassment to the bar! See you in Court." Ex. 16.
- f. In an April 7, 2018 e-mail to Weiser and eight other members of the bar, Hartleib accused Weiser of "attempt[ing] to mislead the Appellate Court with incomplete records," of making "personal attacks [that] smack of desperation," and of making "ill-advised actions, [sic] and ad-hominem attacks [which] are making the Weiser Firm radioactive!" Ex. 15.
- g. On May 19, 2018, Hartleib admitted in writing in an e-mail to numerous attorneys that he intended to make false allegations against the Law Firm, stating: "Plaintiff Counsel, and I use this term loosely, when making false allegations against a party I would suggest you at least get it right. I am no expert, but I am pretty sure it would be libelous! I will demonstrate its proper use posthaste!" Ex. 18.
- h. On June 2, 2018, Hartleib sent an e-mail to a host of members of the bar in which he referred to the Law Firm's work in the Sprint Derivative Action as "fraud" and "the very definition of [r]acketeering." Ex. 19. Hartleib implied that the Law Firm's "standard operating procedure" is "to submit millions in fraudulent fee requests upon the Court" which "prevents a troubling pattern of fraud and corruption in these lawyer-driven cases." Id.

- i. Finally, in a March 14, 2019 e-mail to Judge Vano’s chambers, Hartleib asked Judge Vano to interject himself into the Centurylink Derivative Action in opposition to the Law Firm’s role in the support structure of proposed (and ultimately approved) lead counsel Bragar, Eagle & Squire, P.C. (“Maybe Judge Vano would be interested in setting the record straight before the Court appoints lead counsel in the aforementioned case.”); and accused the Law Firm and Weiser of “sinister” behavior in an “elaborate scheme” involving “the use of LLC shell corporations set up for the sole purpose of soliciting information under false pretenses to facilitate lawyer driven Qui Tam cases.” Ex. 28.

199. Hartleib also made disparaging statements regarding events outside the Sprint Derivative Litigation, for example:

- a. On April 25, 2017, Hartleib mailed a letter to sitting members of the Court of Common Pleas of Chester County, Pennsylvania – where the Law Firm is located – about Weiser and the Law Firm, stating that Judge Vano “caught the firm in the act” of falsifying their billings in the Sprint Derivative Settlement, and implying that Weiser was a profane bully and incompetent lawyer and firm manager. Ex. 17.
- b. On August 24, 2018, Hartleib e-mailed Judge Watson in the Big Lots Derivative Action, even though he was not “a shareholder in Big lots or otherwise an interested party in this case” raising “concerns over Weiser’s billing practices in [a] prior case and stat[ing] that he wanted to inform the

Court so it would scrutinize the fee request in this case.” Ex. 25 p. 11
fn.2.

- c. Similarly, in the Centurylink Derivative Litigation, Hartleib submitted an *amicus curiae* brief on March 5, 2019 opposing the Law Firm’s role in the case, purportedly to “inform the Court of ongoing troubling actions by the Weiser [Firm] . . .” Ex. 26. Hartleib specifically alleged that the Law firm utilized “deceased parties, friends and family members which [sic] lacked standing, and paid serial criminal Plaintiffs,” and “generate thousands of billable hours for illusory work, submit fraudulent time logs and seek hundreds of millions in unjust fees in cases across the country.” Id. According to Hartleib, the Law Firm “would stop at nothing to protect their criminal enterprise . . . Weiser et.al [sic] lied, misleading the court [sic] . . . Weiser et.al. [sic] committed perjury and admitted to billing fraud . . . likely more than 100 million dollars in illicit fees, in a multitude of cases across the country.” Id.
- d. Hartleib appeared at a hearing in the Centurylink Derivative Action on March 6, 2019, stating to the Court and everyone present in the courtroom: “I lay things out that shows [sic] a pattern, a course of conduct over many years . . . I see no meaningful relief or nearly illusory relief and a tremendous amount in attorneys fees . . . And, Your Honor, I know for a fact that the Weiser firm knew who Mr, Silow was and that will come out, you know, during the course of litigation . . . These firms, when these firms are up to no good, when they are billing illusory house – you know,

if I had 30 minutes with Your Honor in chambers, I could give Your Honor a lot more information . . . The allegations that I make against these firms are very serious allegations.” Ex. 27.

200. Hartleib also made disparaging statements about Plaintiffs and their services to other third parties located in Pennsylvania, such as Abelson and Detective Goggins, for example:

- a. In an e-mail to Abelson on February 22, 2018, Hartleib indicated that he had “exposed the fraud committed by the Weiser firm” and that the alleged actions of the Law Firm were “unconscionable” and that the Firm had filed “multiple perjurious [sic] declaration [sic]” to “protect their duplicitous acts and criminal enterprise. Ex. 36.
- b. In an e-mail to Feinstein on February 24, 2018, Hartleib stated his interests in facilitating the “demise of the Weiser Firm” and that “Weiser et.al. [sic] are corrupt and inept” because a “layperson . . . defeated and humiliated them” and concluding that, based on his actions, “certain attorneys may not be practicing law in the future. Ex. 35.
- c. E-mailing Feinstein again on February 24, 2018, writing that Hartleib intended to inform “the court of his criminal acts in the Sprint case [and] ongoing Pa Bar investigation” and that the Law Firm was “unfit to be lead Counsel [sic] in any representative suit[.]” Ex. 37.
- d. In contacting Detective Goggin, Hartleib stated that the Law Firm “knew of Mr. Silow [sic] fraud and conspiracy[,]” that “Weiser [sic] is lying” and “knew exactly who Silow was[,]” that Hartleib could not “believe that the[y] can commit perjury and try to defraud the court and Sprint and walk

away[.]” and implicitly mischaracterizing the reduction of attorneys’ fees in the Sprint Derivative Action as the product of the frauds baselessly alleged by Hartleib. Exs. 39, 40, 41, and 42.

201. None of these disparaging statements could be excused by judicial privilege, as none were relevant to the “relief sought” by Hartleib as a Sprint shareholder in the derivative case brought on behalf of Sprint.

202. The effect of Hartleib’s disparaging statements to third parties has been to injure Plaintiffs’ business and professional reputations – Hartleib specifically targeted the services provided by Plaintiffs, characterizing the Law Firm and Weiser as “incompetent” and that the Weiser was running the firm as a “criminal enterprise[.]” *See* Exs. 13 & 17.

203. The statements and characterizations made by Hartleib regarding the services of the Law Firm and Weiser are categorically false.

204. Hartleib, appreciating the falsity of his characterizations, published them anyway with the intention of causing harm to the Law Firm and to Weiser.

205. As a result of Hartleib’s actions, Plaintiffs have suffered pecuniary loss through the loss of referrals and reduced prestige among the derivative action bar, a critical component for a successful derivative litigation practice.

206. Upon information and belief, Plaintiffs are less likely to be selected to be lead counsel in derivative actions, less likely to be included in the support structures in such litigations, and less likely to be retained overall.

207. Furthermore, Plaintiffs have been damaged insofar as they are compelled to defend and repair their professional reputations against Hartleib’s baseless allegations.

208. Hartleib acted in complete and utter reckless disregard for the falsity of his statements against Plaintiffs – characterizing an attorney as an incompetent individual who committed frauds upon the court, who failed to adhere to ethics standards, who operated a criminal enterprise are serious accusations in the legal profession.

WHEREFORE, Plaintiffs Robert Weiser and The Weiser Law Firm, P.C. demand judgment in their favor and against Michael Hartleib in an amount to be determined at trial for damages from commercial disparagement, and respectfully request that this Honorable Court grant them such other relief that the Court deems appropriate under the circumstances.

Count IV – False Light

209. Plaintiffs repeat and reassert each of the previous paragraphs as though the same were set forth herein.

210. Hartleib deliberately and misleadingly published certain material regarding Weiser containing outright false statements in order to cast a negative light upon Weiser's professional reputation.

211. “One who gives publicity to a matter concerning another that places the other before the public in a false light is subject to liability to the other for invasion of his privacy, if (a) the false light in which the other was placed would be highly offensive to a reasonable person, and (b) the actor had knowledge of or acted in reckless disregard as to the falsity of the publicized matter and the false light in which the other would be placed. Unlike the law of defamation, false light invasion of privacy offers redress not merely for the publication of matters that are provably false, but also for those that, although true, are selectively publicized in a manner creating a false impression.” *Meyers v. Certified Guar. Co., LLC*, 2019 PA Super 316, 221 A.3d 662, 674 (Pa. Super. 2019) (citations omitted).

212. Hartleib, through his selective references to events in the Sprint Derivative Litigation and incendiary characterizations thereof, cast false light on Weiser, to wit:

- a. On March 6, 2017, Hartleib wrote to eleven members of the bar at five different law firms, as well as Judge Vano's administrative assistant, that Weiser made "statements to the Appellate Court [which] were disingenuous at best. Shocking!" Ex. 12. Hartleib implied that Weiser did not honor any "ethical obligation," and accused Weiser of "attempt[ing] to obfuscate your chicanery in this case," and being one of "the corrupt parties in this case!" who was threatening "the integrity of the judicial system . . ." Id.
- b. Also on March 6, 2017, Hartleib contacted the Law Firm's client, Ross-Williams, the lead plaintiff in the Sprint Derivative Action. Ex. 13. Therein Hartleib told Ross-Williams that the Law Firm was a "criminal enterprise" and was not serving her interests as a Sprint shareholder.
- c. On March 7, 2017, Hartleib e-mailed Ross-Williams, fifteen members of the bar and Judge Vano's administrative assistant and falsely stated: "you are a unwitting victim of [the Law Firm's] fraud committed against the Court. As we discussed they have submitted millions of dollars in fraudulent billing in your case. As I informed you that this was not just my opinion, the Judge in your case came to a similar conclusion. In fact, your attorneys have now admitted to at least 1.6 million dollars in fraudulent bills submitted to the Court. Mr. Weiser has confirmed this in two separate letters. (See attached). I am no expert, but when a Firm

admits criminal acts in a case I believe they are obligated to notify you as the Plaintiff. Mr. Weiser and his Firm have already contacted their Bar associations and other Courts to self-report their criminal acts. . . they are in a lot of trouble . . . I will provide incontrovertible proof that Mr. Weiser et. al. is just as guilty as Mr. Silow. This is just the tip of the iceberg.” Ex. 14.

- d. In a second March 7, 2017 e-mail to fifteen members of the bar and Judge Vano’s administrative assistant, Hartleib accused Weiser of making “self-serving misrepresentations” in correspondence, of “fail[ing] to provide” documents to his client; of committing “fraudulent acts and bastardization [sic] of the judicial system,” of “coercing your ‘client’ to misstate facts,” of having “little credibility,” of making a “not so veiled [sic] threat” to reserve Ross-Williams’ rights, and of needing to “consult with an ethics attorney, that’s right you already have!” Ex. 14.
- e. After Hartleib tipped *The Wall Street Journal* about the Law Firm’s victimization by Silow and Abelson, Hartleib e-mailed eleven members of the bar and Judge Vano’s assistant regarding Weiser: “What an embarrassment to the bar! See you in Court.” Ex. 16.
- f. In an April 7, 2018 e-mail to Weiser and eight other members of the bar, Hartleib accused Weiser of “attempt[ing] to mislead the Appellate Court with incomplete records,” of making “personal attacks [that] smack of desperation,” and of making “ill-advised actions, [sic] and ad-hominem attacks [which] are making the Weiser Firm radioactive!” Ex. 15.

- g. On May 19, 2018, Hartleib admitted in writing in an e-mail to numerous attorneys that he intended to make false allegations against the Law Firm, stating: “Plaintiff Counsel, and I use this term loosely, when making false allegations against a party I would suggest you at least get it right. I am no expert, but I am pretty sure it would be libelous! I will demonstrate its proper use posthaste!” Ex. 18.
- h. On June 2, 2018, Hartleib sent an e-mail to a host of members of the bar in which he referred to the Law Firm’s work in the Sprint Derivative Action as “fraud” and “the very definition of [r]acketeering.” Ex. 19. Hartleib implied that the Law Firm’s “standard operating procedure” is “to submit millions in fraudulent fee requests upon the Court” which “prevents a troubling pattern of fraud and corruption in these lawyer-driven cases.” Id.
- i. Finally, in a March 14, 2019 e-mail to Judge Vano’s chambers, Hartleib asked Judge Vano to interject himself into the Centurylink Derivative Action in opposition to the Law Firm’s role in the support structure of proposed (and ultimately approved) lead counsel Bragar, Eagle & Squire, P.C. (“Maybe Judge Vano would be interested in setting the record straight before the Court appoints lead counsel in the aforementioned case.”); and accused the Law Firm and Weiser of “sinister” behavior in an “elaborate scheme” involving “the use of LLC shell corporations set up for the sole purpose of soliciting information under false pretenses to facilitate lawyer driven Qui Tam cases.” Ex. 28.

213. Hartleib also cast false light on Weiser outside of the Sprint Derivative Settlement context, selectively and inaccurately detailing events in various litigations and leveling insidious mischaracterizations thereof, for example:

- a. On April 25, 2017, Hartleib mailed a letter to sitting members of the Court of Common Pleas of Chester County, Pennsylvania – where the Law Firm is located – about Weiser and the Law Firm, stating that Judge Vano “caught the firm in the act” of falsifying their billings in the Sprint Derivative Settlement, and implying that Weiser was a profane bully and incompetent lawyer and firm manager. Ex. 17.
- b. On August 24, 2018, Hartleib e-mailed Judge Watson in the Big Lots Derivative Action, even though he was not “a shareholder in Big lots or otherwise an interested party in this case” raising “concerns over Weiser’s billing practices in [a] prior case and stat[ing] that he wanted to inform the Court so it would scrutinize the fee request in this case.” Ex. 25 p. 11 fn.2.
- c. Similarly, in the Centurylink Derivative Litigation, Hartleib submitted an *amicus curiae* brief on March 5, 2019 opposing the Law Firm’s role in the case, purportedly to “inform the Court of ongoing troubling actions by the Weiser [Firm] . . .” Ex. 26. Hartleib specifically alleged that the Law firm utilized “deceased parties, friends and family members which [sic] lacked standing, and paid serial criminal Plaintiffs,” and “generate thousands of billable hours for illusory work, submit fraudulent time logs and seek hundreds of millions in unjust fees in cases across the country.” Id.

According to Hartleib, the Law Firm “would stop at nothing to protect their criminal enterprise . . . Weiser et.al [sic] lied, misleading the court [sic] . . . Weiser et.al. [sic] committed perjury and admitted to billing fraud . . . likely more than 100 million dollars in illicit fees, in a multitude of cases across the country.” Id.

- d. Hartleib appeared at a hearing in the Centurylink Derivative Action on March 6, 2019, stating to the Court and everyone present in the courtroom: “I lay things out that shows [sic] a pattern, a course of conduct over many years . . . I see no meaningful relief or nearly illusory relief and a tremendous amount in attorneys fees . . . And, Your Honor, I know for a fact that the Weiser firm knew who Mr, Silow was and that will come out, you know, during the course of litigation . . . These firms, when these firms are up to no good, when they are billing illusory house – you know, if I had 30 minutes with Your Honor in chambers, I could give Your Honor a lot more information . . . The allegations that I make against these firms are very serious allegations.” Ex. 27.

214. Hartleib also publicized and misrepresented matters related to Weiser, while simultaneously publishing defamatory falsities, to other third parties located in Pennsylvania, such as Abelson and Detective Goggins, for example:

- a. In an e-mail to Abelson on February 22, 2018, Hartleib indicated that he had “exposed the fraud committed by the Weiser firm” and that the alleged actions of the Firm were “unconscionable” and that the Law Firm

had filed “multiple perjurious [sic] declaration [sic]” to “protect their duplicitous acts and criminal enterprise. Ex. 36.

- b. In an e-mail to Feinstein on February 24, 2018, Hartleib stated his interests in facilitating the “demise of the Weiser Firm” and that “Weiser et.al. [sic] are corrupt and inept” because a “layperson . . . defeated and humiliated them” and concluding that, based on his actions, “certain attorneys may not be practicing law in the future. Ex. 35.
- c. E-mailing Feinstein again on February 24, 2018, writing that Hartleib intended to inform “the court of his criminal acts in the Sprint case [and] ongoing Pa Bar investigation” and that the Law Firm was “unfit to be lead Counsel [sic] in any representative suit[.]” Ex. 37.
- d. In contacting Detective Goggin, Hartleib stated that the Law Firm “knew of Mr. Silow [sic] fraud and conspiracy[,]” that “Weiser [sic] is lying” and “knew exactly who Silow was[,]” that Hartleib could not “believe that the[y] can commit perjury and try to defraud the court and Sprint and walk away[,]” and implicitly mischaracterizing the reduction of attorneys’ fees in the Sprint Derivative Action as the product of the frauds baselessly alleged by Hartleib. Exs. 39, 40, 41, and 42.

215. None of these misleading publications is excused by judicial privilege, as none were relevant to the “relief sought” by Hartleib as a Sprint shareholder in the derivative case brought on behalf of Sprint.

216. Through Hartleib’s selective and incendiary characterization of events surrounding the Sprint Derivative Settlement and various other litigations, Hartleib has

deliberately cast Weiser as unethical attorney operating a criminal enterprise law practice that takes advantage of its clients.

217. Hartleib's objective in selectively publicizing mischaracterizations was to create a false negative impression of Weiser to the bench, bar, law enforcement and the general public, and thereby to harm Weiser.

218. Indeed, Hartleib engaged in a campaign of publicizing negative matters regarding Weiser, while contemporaneously publishing outright falsities about Weiser, in such a manner as to create a false negative impression of Weiser.

219. Hartleib acted in complete and utter reckless disregard for the falsity of his publicized statements.

WHEREFORE, Plaintiff Robert Weiser demands judgment in his favor and against Michael Hartleib in an amount to be determined at trial for damages from false light, and respectfully request that this Honorable Court grant him such other relief that the Court deems appropriate under the circumstances.

Respectfully submitted,

**SILVERANG, ROSENZWEIG
& HALTZMAN, LLC**

By: /s/ Philip S. Rosenzweig
Philip S. Rosenzweig, Esquire
Attorney I.D. No. 62461
Woodlands Center
900 E. 8th Avenue, Suite 300
King of Prussia, PA 19406
(phone) 610-263-0115
(fax) 610-263-0122
Attorneys for Plaintiffs
The Weiser Law Firm, P.C. and
Robert B. Weiser, Esquire

Case 2:19-cv-02728-KSM Document 69-1 Filed 01/21/21 Page 1 of 2

EXHIBIT 1

Robert Weiser

From: bgm@brucemurphy.biz
Sent: Tuesday, November 25, 2008 5:59 PM
To: Robert Weiser
Subject: Fw: Sprint Nextel

Rob,

In February Sprint confirmed a staggering \$29.7 billion writedown in the book value of its assets, wiping out nearly all of the value of its \$35 billion merger with Nextel. And dividend payments were suspended "for the foreseeable future." To top it off, Sprint announced it has borrowed \$2.5 billion from its revolving credit facility to help pay off \$2.25 billion in bonds that will mature in 2008 and 2009.

Do you see a der here?

Bruce

--- On Tue, 11/25/08, Michael Hartleib <michaelhartleib@cox.net> wrote:

From: Michael Hartleib <michaelhartleib@cox.net>
Subject: Sprint Nextel
To: bgm@brucemurphy.biz
Date: Tuesday, November 25, 2008, 4:57 PM

Bruce,

I own over 10,000 shares of Sprint and held Nextel before the merger. I believe I have owned the shares since 1999 or 2000 .This was the worst merger integration in history as management eventually had to write down \$31billion of a \$32billion deal. They failed to properly merge and integrate the two different technologies of their networks, one being CDMA for Sprint, the other being TDMA for Nextel. Their attempts to do so have destroyed two perfectly good companies and driven Sprint shareprice down from \$30 to \$1.50.

Case 2:19-cv-02728-KSM Document 69-2 Filed 01/21/21 Page 1 of 3

EXHIBIT 2

Robert Weiser

From: Robert Weiser
Sent: Friday, March 27, 2009 7:21 AM
To: Bruce Murphy
Subject: Re: RE: Derivative_Retention Letter S MHartleib

I think he has a potential conflict in light of the other litigation he's involved in. Thus, I don't think he would make an adequate representative for sprint.

Rob

Sent from my Verizon Wireless BlackBerry

From: "bgm@brucemurphy.biz"
Date: Fri, 27 Mar 2009 04:33:59 -0400
To: Michael Hartleib <michaelhartleib@cox.net>
Subject: RE: RE: Derivative_Retention Letter S MHartleib

Michael,

I am working on something else right now. I will try to get back with you tomorrow, or over the weekend.
Bruce

--- On Thu, 3/26/09, Michael Hartleib <michaelhartleib@cox.net> wrote:

From: Michael Hartleib <michaelhartleib@cox.net>
Subject: RE: RE: Derivative_Retention Letter S MHartleib
To: bgm@brucemurphy.biz
Date: Thursday, March 26, 2009, 10:29 PM

call me 949-283-2441

From: bgm@brucemurphy.biz [mailto:bgm@brucemurphy.biz]
Sent: Monday, March 23, 2009 8:59 AM
To: Michael Hartleib
Cc: rob weiser
Subject: Fw: RE: Derivative_Retention Letter S MHartleib

Michael,

Can you get this back to me this am, your time?
Bruce

--- On Sun, 3/22/09, bgm@brucemurphy.biz <bgm@brucemurphy.biz> wrote:

From: bgm@brucemurphy.biz <bgm@brucemurphy.biz>
Subject: RE: Derivative_Retention Letter S MHartleib
To: "Michael Hartleib" <michaelhartleib@cox.net>
Cc: "rob weiser" <rw@weiserlawfirm.com>
Date: Sunday, March 22, 2009, 9:53 PM

Michael,

I sent your revised retention letter to my co-counsel, Rob Weiser, for his review and comment. We are fine with your changes. We mostly just amplified and clarified the points you made. Yes, we do work 24/7. Please review, sign and fax to 772-231-4804.

Thanks.

Bruce

--- On Fri, 3/20/09, Michael Hartleib <michaelhartleib@cox.net> wrote:

From: Michael Hartleib <michaelhartleib@cox.net>

Subject: Derivative_Retention Letter S MHartleib

To: bgm@brucemurphy.biz

Date: Friday, March 20, 2009, 11:50 PM

Bruce, I am faxing the signed copy over now

Case 2:19-cv-02728-KSM Document 69-3 Filed 01/21/21 Page 1 of 2

EXHIBIT 3

Robert Weiser

From: bgm@brucemurphy.biz
Sent: Friday, March 27, 2009 9:55 AM
To: Michael Hartleib
Cc: Robert Weiser
Subject: Sprint.der

Good morning, Michael:

Rob Weiser and I have conferred and thought about the motion to appoint the Sprint Derivative Action Representative. We believe you may have a potential conflict in light of the other litigation in which you are involved. Defense counsel can be expected to object to you serving as the Representative on the grounds of adequacy.

Therefore, we will not be able to file the Sprint derivative suit in your name.

We appreciate the opportunity you gave us to look into this matter for you.

Bruce

From: "bgm@brucemurphy.biz"
Date: Fri, 27 Mar 2009 04:33:59 -0400
To: Michael Hartleib<michaelhartleib@cox.net>
Subject: RE: RE: Derivative_Retention Letter S MHartleib

Michael,

I am working on something else right now. I will try to get back with you tomorrow, or over the weekend.

Bruce

--- On **Thu, 3/26/09, Michael Hartleib** <michaelhartleib@cox.net> wrote:

From: Michael Hartleib <michaelhartleib@cox.net>
Subject: RE: RE: Derivative_Retention Letter S MHartleib
To: bgm@brucemurphy.biz
Date: Thursday, March 26, 2009, 10:29 PM

call me

REDACTED

From: bgm@brucemurphy.biz [mailto:bgm@brucemurphy.biz]
Sent: Monday, March 23, 2009 8:59 AM
To: Michael Hartleib
Cc: rob weiser
Subject: Fw: RE: Derivative_Retention Letter S MHartleib

Michael,

Can you get this back to me this am, your time?

Bruce

--- On **Sun, 3/22/09, bgm@brucemurphy.biz** <bgm@brucemurphy.biz> wrote:

From: bgm@brucemurphy.biz <bgm@brucemurphy.biz>
Subject: RE: Derivative_Retention Letter S MHartleib
To: "Michael Hartleib" <michaelhartleib@cox.net>
Cc: "rob weiser" <rw@weiserlawfirm.com>

EXHIBIT 4

866 313-5100

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

SIRIUS XM SATELLITE RADIO INC., and
BRIAN DAVID GOE, MICHAEL
HARTLEIB, and JACK SORGE, DOES 1
THROUGH 47 INCLUSIVE as individuals,
Plaintiff,

vs.

JOAN L. AMBLE, LEON BLACK,
LAWRENCE F. GILBERTI, EDDY W.
HARTENSTEIN, JAMES P. HOLDEN,
CHESTER A. HUBER, MEL KARMAZIN,
JOHN MENDEL, JAMES F. MOONEY,
GARY M. PARSONS, JOHN C. MALONE,
JACK SHAW, GREGORY B. MAFFEL,
DAVID FLOWERS and JEFFREY D.
ZIENTS,

Defendant

Case No.: 65060611

**DERIVATIVE AND DIRECT
COMPLAINT:**

**NEW YORK
COUNTY CLERK'S OFFICE**

MAR - 8 2011

**NOT COMPARED
WITH COPY FILE**

COMPLAINT

Plaintiffs Brian David Goe, Michael Hartleib, and John (JACK) Sorge (herein after referred to as Plaintiffs) Pro Per, submit this Complaint against the defendants named herein.

I. SUMMARY OF THE ACTION

1. This is a shareholder action brought by multiple plaintiffs, directly and derivatively, on behalf of Sirius XM Satellite Radio, Inc. ("Sirius XM") against Sirius XM's directors and officers, for their negligence, fraud, breach of fiduciary duties, and self dealing. The mismanagement of Sirius XM has manifested itself in numerous ways. In 2008, the misconduct of the management resulted in the second largest fine in the history of the Federal Communications Commission ("FCC"), in a consent decree that the FCC approved. In the same year, the Defendants completed the longest-delayed merger in history, only to learn at the

“eleventh” hour that Sirius XM was assuming far more debt that had been previously disclosed. In order to obtain approval of the merger, Defendants made representations to the Department of Justice and to the FCC and entered into a consent decree with the FCC. Since the time of the merger, the Defendants have engaged in antitrust misconduct, which has resulted in the actions in the United States District Court for the Southern District of New York, 1:09-cv-10035-HB-RLE. The antitrust misconduct resulted at least in part from the Defendants violations of the representations made to the Department of Justice and the FCC and the consent decree with the FCC. In addition, the Defendants have engaged in consumer fraud and misconduct to the extent that nearly every Attorney General in the country is now engaged in an investigation of Sirius XM. This pattern of misconduct that threatens the on-going existence of Sirius XM has resulted from the fact that the Officers and Board of Directors has abdicated their responsibilities. An example of this abdication is that Defendant Leon Black continues to serve on the Board despite the fact that he did not receive sufficient shareholder votes to serve on the Board and the fact that he refuses to attend meetings of the Board.

II. PARTIES

2. Plaintiff Brian David Goe is an individual and resident of New Jersey, and was an owner of Sirius and/or XM securities and is now a current owner of Sirius XM securities.
3. Plaintiff Michael Hartleib is an individual and a resident of California, and was an owner of Sirius and/or XM securities and is now a current owner of Sirius XM securities.
4. Plaintiff John Sorge is an individual and a resident of California, and was an owner of Sirius and/or XM securities and is now a current owner of Sirius XM Securities.
5. All collectively referred to as Plaintiffs.

6. Defendant Sirius XM is a Delaware corporation with its principal place of business at 1221 Avenue of the Americas, 36th Floor, New York, New York. Its successor entity resulting from the merger of Sirius and XM.

7. Defendant Joan L. Amble ("Amble") is currently a member of the board of directors.

8. Defendant Leon D. Black ("Black") is a currently a member of the board of directors.

9. Defendant Lawrence F. Gilberti ("Gilberti") is currently a member of the board of directors.

10. Defendant Eddy W. Hartenstein ("Hartenstein") is currently a member of the board of directors.

11. Defendant James P. Holden ("Holden") is currently a member of the board of directors.

12. Defendant Chester A. Huber, Jr. ("Huber") is currently a member of the board of directors.

13. Defendant Mel Karmazin ("Karmazin") is the Chief Executive Officer.

14. Defendant John Mendel ("Mendel") is currently a member of the board of directors.

15. Defendant James F. Mooney ("Mooney") is currently a member of the board of directors.

16. Defendant Gary M. Parsons ("Parsons") is currently Chairmen of the board of directors.

17. Defendant Jack Shaw ("Shaw") is currently a member of the board of directors.

18. Defendant John C. Malone ("Malone") is currently a member of the board of directors.

19. Defendant Gregory B. Maffei ("Maffei") is currently a member of the board of directors.

20. Defendant David J.A. Flowers ("Flowers") is currently a member of the board of directors.

21. All collectively referred to as Defendants.

III. JURISDICTION AND VENUE

22. This Court has jurisdiction over each defendant named herein because each defendant is either a corporation that conducts business in and maintains operations in this State, or is an individual who has sufficient minimum contacts with so as to render the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.

23. Venue is proper in this Court because one of more of the defendants conducts business, a substantial portion of the transactions and wrongs complained of herein, including the defendants primary participation in the wrongful acts detailed herein, breaches of fiduciary duties, and defendants have received substantial compensation in this State by doing business here and engaging in numerous activities that had an effect in this State.

IV. DEMANDS AND FUTILITY

24. Shareholders have made numerous demands on the Board of Directors, and those demands have steadfastly been denied. It would be futile to make any further demands on the Board.

25. The demands that have been made on the current and past Board members include the following:

- a. Starting on November 5, 2008, and continuing as recently as September 22, 2010, plaintiff Michael Hartleib made demands that relate to much of the misconduct alleged in this Complaint.
- b. To the extent that the Defendants have responded, they have refused to take any substantive action in response to the demands.
- c. Plaintiff Hartleib has also made demands for books and records, which the Defendants have refused.

26. It would be futile for any shareholder to make further demand before proceeding with this action.

FACTS

27. In addition to ignoring the demands recited above, Sirius XM has been grossly mismanaged by its Board and Officers. It has paid the second largest FCC fine in history. This fine exceeds the previous highest fine by more than two times. It is now under investigation by almost every Attorney General in the country based upon its abusive consumer practices.

28. The Board and Officers agreed to complete a multi-billion dollar merger without knowing the extent of the debt that it was taking on, and that debt has created huge on-going financial problems for the company. Leon Black continues to sit on the Board even though he received an inadequate number of share votes and refuses to attend Board meetings.

29. In their 2007 proxy report Risk Metrics the nation's largest independent shareholder advisory firm recommended a "**withhold**" vote on Leon Black due to attendance issues. In their 2008 proxy report Risk Metrics recommended a vote "**no**" on Leon Black. Despite repeated "Formal Demands" on the Board, the Nations largest independent shareholder advisory service (Risk Metrics) recommending a "no" vote, and Mr. Black not receiving the required votes, he

continues to serve on the Board. 1. This is another blatant breach of the Board of Directors fiduciary duties to protect, and represent the interest of their shareholders. This is an example of self-dealing at its worst. Clearly the Board is putting their interest ahead of that of their shareholders, and defying the vote of said shareholders.

Sirius XM Business

30. Sirius XM sells subscriptions to its satellite radio service as its main source of business revenues.

31. Satellite radio is a service in which audio programming is digitally transmitted by one or more place stations directly to fixed, mobile, and/or portable receivers. It was licensed by the Federal Communications Commission in 1997 and it became commercially available in 2001. The FCC held an auction to determine which companies would receive the two broadcasting licenses; there were four bidding companies. American Mobile Radio Corporation which was renamed XM Satellite Radio Holdings, Inc. (XM) and CD Radio, Inc. which was renamed Sirius Satellite Radio, Inc. (Sirius) won by bidding respectively \$90 and \$83 million.

32. Approximately two years after XM and Sirius won their broadcasting licenses they entered merger discussions. This was at a time that Dish and Direct TV tried to merge, but found that the regulatory agencies were not in favor of such Mergers. Sirius and XM called off the Merger negotiations at that time due to the unfavorable regulatory environment. XM's stock reached a high of \$40 in December of 2004 and quickly dropped after subscriber growth fell short of their expected 4.8 million subscribers. Without enough subscribers, investors were concerned as to the ability of XM to repay their loans. Sirius was taking market share from XM.

Votes Cast For Votes Cast Against

1. Leon D. Black	408,528,344	458,481,167
------------------	-------------	-------------

and in fact when consumers were given a choice, consumers chose Sirius over XM seven out of ten times.

33. XM and Sirius began merger discussions again in 2006. The companies felt the merger would allow them to: (1) reduce costs through synergies, (2) better compete in the audio entertainment market, (3) provide superior programming, (4) advance technologically, and (5) increase value to shareholders. (6) provide consumers with more diverse programming at lower cost.

34. XM and Sirius officially merged on or about June 29, 2008 becoming Sirius XM Satellite Radio, Inc. Today the shares of the merged entity are trading at approximately \$1.15 per share. Due to the malfeasance of the Sirius XM Board, and their failure to procure proper financing, shares of Sirius XM traded near bankruptcy at a mere \$.05 per share post merger. Sirius XM was driven to brink of bankruptcy, despite the Board having nearly 18 months to obtain proper financing. Prior to announcing the merger plans between Sirius and XM, shares of Sirius were trading at \$5.65 per share after reaching a high of \$9.49. XM shares were trading at \$19.00 per share after reaching a high of \$40.00.

35. The union of XM and Sirius was one of the longest merger delays in our nation's history. The merger was wrought with controversy beginning with Mel Karmazin initiating negotiations behind closed doors without the board of director's knowledge. Mr. Karmazin negotiated for nearly 18 months prior to notifying his Board of Directors of his unauthorized contact with XM executives. A review of the Proxy Statement filed by Sirius and XM with the Securities Exchange Commission ("SEC") on or about October 3, 2007 was silent as to whether Karmazin had the necessary pre-approval of the Sirius Board of Directors ("The Board") prior to

approaching XM. In fact it wasn't until months later that the negotiations were affirmatively disclosed. This was an egregious breach of fiduciary duty.

36. Karmazin prevented The Board from being able to fulfill their fiduciary duties by considering other alternatives to the merger, or an independent audit of the true value of Sirius or XM; another egregious breach of their fiduciary duties. Without any other strategic alternatives or an independent audit, Sirius shareholders lacked the ability to make an informed vote on the merger. Sirius entered into a "no solicitation" clause which barred Sirius from soliciting transactions or giving suitors inside information. Sirius went further to prevent other alternative suitors when they agreed to a termination fee clause which would have caused Sirius to pay \$175 million in the event Sirius determined the merger was not in the best interest of the company. Sirius would have to pay if the shareholders, the true owners of the company, voted against the deal; Although the termination fee would have been reduced to \$58 million.

37. After the Merger was complete, Sirius acquired approximately 1.25 Billion dollars of XM debt which needed to be refinanced to satisfy provisions demanding repayment when XM became a unit of Sirius XM. Karmazin publicly stated that he was unaware of \$600 million dollars of XM's debt until very late in the Merger process. In fact he stated he was unaware of this debt until the "eleventh hour". Karmazin and his Board were forced to issue 300 million shares of company stock to the financiers of XM's debt for the sole purpose of being sold short on the open market, providing an arbitrage or hedge position on the bonds they issued.

38. At the time this was done Sirius stock was on the NASDQ Regulation SHO list for failure to deliver, so there were no shares available to short on the open market. This action alone caused a sudden drop in share price costing the shareholders over one billion dollars in market cap in a period of approximately one week. It is unclear how such an egregious error and

omission could occur, but it is clear that this was another breach of Karmazin and the Boards Duty of Diligence, Candor and Due care.

39. Karmazin again publicly stated that he was forced to refinance XM's debt under "ugly" and "toxic" terms, which later resulted in Karmazin and the Board giving away preferred shares convertible to 40% of the outstanding common shares of Sirius XM. This was done without consideration. Mr. Malone became a super majority shareholder, controlling 40% of all vote able shares and six of eleven Board seats, for simply providing a loan.

40. In obtaining approval for the merger, Sirius XM Board members and there predecessors had made numerous representations and commitments to the regulatory bodies, primarily the Department of Justice and the FCC. Regulatory approval of the merger was dependent on those representations and commitments including the commitment not to increase charges to consumers for a minimum of three years.

41. Prior to the completion of the merger, in July of 2008, Sirius XM entered into a consent decree with the FCC where, among other things, Sirius XM agreed to make a "voluntary contribution" known in common language as a fine, in the amount of \$17,394,375, the second largest fine in FCC history. Officers and Directors of Sirius XM made other commitments in the consent decree that have not been met or satisfied.

42. After wasting nearly 18 months, and with the company on the brink of bankruptcy, the Board had failed to procure the needed financing. With hundreds of millions of dollars in debt coming due, the Board began looking for investors. Charles Ergen of Dish was an interested investor. Mr. Ergen had been acquiring millions of dollars of XM debt. Published reports had Mr. Ergen making an offer of up to \$1.50 per share. These reports also stated that, Mr. Karmazin and other Officers and Directors would be replaced. In fact Mr. Karmazin's (CEO) predecessor

Joseph Clayton was now an Officer at Dish. It was rumored that Mr. Clayton would replace Mr. Karmazin as CEO. The Board breached their fiduciary duties by ignoring all other deals, including the Ergen deal, which would have been beneficial to their shareholders. It appears that this was done so that the Officers and Directors could control their employment destiny and unjustly enrich themselves in the process.

43. Mr. Karmazin has publicly stated the he and Mr. Malone have been friends for many years. On or about February 17, 2009, Liberty Media and Sirius XM entered into an Investment Agreement. Liberty Media provided a loan of \$530 million dollars at what some would consider “usurious” interest rates of 15 percent. Mr. Malone was also paid an additional fee of \$17,000,000 as a signing bonus. The most outrageous part of this financing agreement was that Mr. John Malone of Liberty Media was given 12,500,000 preferred shares convertible to a 40% ownership stake in Sirius XM. These shares had full voting rights and are convertible to 40% all outstanding common shares. Liberty Media was also granted six of twelve Board seats. These actions combined gave Mr. Malone of Liberty Media complete control of Sirius XM, creating a “super majority” shareholder rendering the “now minority” shareholders moot, without say, or control of their company. Karmazin and his Board of Directors gave Mr. Malone forty percent of Sirius XM without consideration, and complete control, creating a “super majority shareholder” with undue influence over the Board of Directors controlling 6 of 12 Board seats. Thereby, stealing billions of dollars from their shareholders, breaching the fiduciary duties owed them by putting their interest before that of their shareholders.

44. It should be noted that at the first Quarterly report and Conference Call after consummation of the Merger between Sirius and XM, the newly formed corporation wrote down 4.8 billion dollars in “Good Will” charges. This was nearly the entire value of the acquired

company XM. Therefore, a mere five months after management completed the acquisition of XM, they wrote down nearly the entire value of said acquisition. This at .64 cents per share. This gave Mr. Malone over six billion dollars in non-operating losses to carry forward. In less than a year, after giving his "friend," Malone forty percent of Sirius XM without consideration, Mr. Karmazin was granted a contract extension by his Board (now controlled by Malone) and 128,000,000 options at .39 cents per share. Mr. Karmazin has gains of approximately 100 million dollars on these options. This is self-dealing at its worst. All of this despite shareholders losing over 90% of their value, 40% of their company, six Board seats, a 40% dilution of their preemptive/shareholder rights, and lastly their vote.

45. All of this was done without the rightful owners of Sirius XM the "shareholders" having a say or vote. In fact, not only did the rightful owners not have a vote, they did not even have a seat at the table. Karmazin and his Board fired Ernst and Young their accounting firm to avoid a "Going Concern Notice", the lack of a "going Concern" was also a requirement of the Malone deal. 2

46. Ernst and Young failed to exit with a "noisy exit" as required by law. Management then hired KPMG as their accounting firm, presents a financial scenario that includes the Malone deal, which was predicated on the absence of a "Going Concern Notice" and is granted a clean bill of financial health by KPMG. Mr. James Rhyu Sirius XM's Senior Vice President and Chief

2 February 8k 2009 The closing and funding of the XM Credit Agreement is subject to several conditions, including: (i) XM's existing credit agreements being amended to extend the maturity of the loans to a date and on terms reasonably satisfactory to Liberty Media Corporation, (ii) Liberty Media Corporation purchasing assignments of loans outstanding under such existing credit facilities in an aggregate principal amount of up to \$100 million, (iii) delivery of a report from our auditors in respect of fiscal year 2008 without any "going concern" or like qualification (or receipt of a waiver from certain lenders), and (iv) issuance of the preferred stock under the Investment Agreement.

Accounting Officer made an announcement on December 19, 2008 that he would be resigning his newly appointed position in January 2009. On information and belief, Mr. Rhyu did not want to be a party to accounting fraud; therefore, he left the company. A mere five weeks after receiving a "clean bill of financial health," no going concern from their newly hired auditor, (KPMG) Sirius XM seeks shelter under an exemption to NASDQ Rule 4350i which basically invokes a "Going Concern Notice." According to the audit and report from KPMG Sirius XM was not a going concern, and in good financial health. Five weeks later they claim a going concern and tell the NASD that they are not financially sound and they could not stay in business long enough to give their shareholders a vote on the Malone deal. NASDQ Rule 4350i allows a company to avoid seeking shareholder approval for the issuance of securities that are convertible into 20% or more of the outstanding shares of a NASD listed company.

47. When a company request the exemption to rule 4350i they are required by the NASD and their listing Rules and Regulations to provide written notice to all shareholders within ten days before the issuance of additional securities. This notice is to inform and alert the shareholders that they are about to lose twenty percent or more of their company without their vote of approval. Shareholder approval would otherwise be required. Additionally, the letter must also state that the company's audit committee or comparable body of the board of directors has expressly approved the exemption. On information and belief, Plaintiff Michael Hartleib was the only shareholder that received this required notice. As such, Mr. Karmazin and his Board of Directors willfully, and intentionally violated the very NASDQ Rule they used to give away forty percent of Sirius XM without consideration, as well as complete control with up to six board seats.

48. Despite the stock's abysmal performance and company's dire financial condition, the executives of Sirius XM unbelievably granted themselves hundreds of millions of options as they still believed they deserved a bonus. This is after the shareholders lost more than 95% percent of their value under this management's team so-called leadership.

49. Plaintiff Hartleib submitted a shareholder resolution that would have given shareholders a say on Executive compensation. The Board recommended a no vote on this resolution, even though the largest independent shareholder advisory firm in America, Risk Metrics, recommended a vote in favor of that resolution.

50. Because Malone controlled 40% of the vote and three current Board seats, this resolution was voted down. The minority shareholders have lost all say and/or control over their company.

51. Risk Metrics, the Nation's largest shareholder advisory service company, along with other shareholders were against additional compensation. In fact Sirius XM stock has continuously traded well below the premerger share price. Sirius XM shares are down approximately 75% from pre merger levels. Because of these actions the shareholders and the company, Sirius XM, have suffered damages.

52. After the merger, Sirius XM engaged in practices that violated the commitments it made in obtaining regulatory approval of the merger and in conduct that violates the antitrust laws and the consumer protection laws of practically every state in the country. As a result of the antitrust misconduct, Sirius XM faces expensive and potentially devastating antitrust litigation pending in the Southern District of New York.

53. As a result of the violations of the consumer protection laws, Sirius XM is now under investigation by nearly every Attorney General in the Country. The Attorneys General are

investigating Sirius XM's policies on billing, customer solicitation, violating no call list, and subscription cancellations and renewals.

54. The misconduct that has resulted in the litigation and investigation not only costs Sirius XM millions of dollars in legal expenses but also has created a serious danger to the survival of Sirius XM.

55. Despite demands to the contrary, Defendants have ignored their obligations to shareholders in other ways. For example, they have allowed defendant Leon Black to continue to serve on the Board of Directors despite the fact that he did not receive adequate shareholder votes and despite the fact that he has so ignored his duties that he has regularly refused to attend meetings of the Board.

V. CAUSES OF ACTION

COUNT ONE: NEGLIGENCE

56. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

57. Defendants owed a legal duty to the plaintiffs to use ordinary care in managing the corporation's affairs. Because of their positions as directors, officers, and/or fiduciaries of the Company and because of their ability to control the business, corporate and financial affairs of the Company, each defendant owed the Company and its shareholders a duty to use ordinary care and diligence in the management and administration of the affairs of the Company.

58. Defendants breached their duty by merging with XM and not being fully aware of XM's total debt. As well as, for not having proper financing in place even thou they had nearly eighteen months to do so. Karmazin publicly admitted that he was not aware of 600 million dollars of XM's debt until it was too late. Either XM concealed this information, or Karmazin and his Board failed to carefully examine XM and its financial condition before the merger-

which took over a year and a half to complete. Also, they failed to have an independent audit which could have prevented this. Defendants had a duty to their shareholders to investigate all the details of the company it was merging with prior to consummation of the Merger.

59. Defendants' breach of duty proximately caused injury to the plaintiffs, which resulted in a dilution of Plaintiffs' shares by 40% thereby diluting their voting power by 40%. Also, costing Plaintiffs' six of twelve Board seats, and a first rights offering. These actions have now made the minority shareholders vote moot or "meaningless".

COUNT TWO: FRAUD

60. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

61. Defendants knew or had reason to know that by Ernst and Young not issuing a going concern notice that they were representing to plaintiffs, that Sirius XM was a financially viable company that had sufficient capital and was able to pay its debts. Because of the defendants' positions in the company they had the most knowledge regarding the true financial status of the company. As such, they are responsible for disseminating true and correct information to the public and their shareholders.

62. Defendants' misrepresentations were material, because they affected the stock price of the company, the ownership interest of the plaintiffs, the voting rights of the Plaintiffs and the public's perception of its stability. These misrepresentations and breaches of fiduciary duties, combined, affected the stock price, ownership interest and voting power of the shareholders including the plaintiffs.

63. Defendants' actions were false because shortly after not being issued a going concern notice defendants relied on an exemption to NASDAQ Rule 4350i to avoid a mandatory vote for

shareholder approval on the investment agreement with Liberty Media. The exemption request basically invoked a going concern.

64. Defendants willfully made false representation. No going concern notice issued, means a company is financially sound. This is in extreme conflict with reliance on an exemption to rule 4350i that allows for a company to avoid shareholder approval because a company is in such financial despair it would not be possible to wait long enough for their shareholders to vote.

65. Defendants had reason to expect plaintiffs would act in reliance on the false representations as would the general public.

66. Plaintiffs relied on defendants false representations.

67. Defendants false representations directly and proximately caused injury to plaintiffs, which resulted in a dilution of shares by 40%, and their preemptive/ shareholder rights.

COUNT THREE: BREACH OF FIDUCIARY DUTY

68. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

69. Defendants had a fiduciary responsibility and relationship with plaintiffs. By reason of their positions as directors, officers, and/or fiduciaries of the Company and because of their ability to control the business, corporate and financial affairs of the Company, the defendants owed the Company and its shareholders the duty to exercise due care, diligence and candor in the management and administration of the affairs of the Company, and in the use and preservation of its property and assets; the duty of loyalty, to put the interests of the Company above their own financial interests; and the duty of candor, including full and candid disclosure of all material facts related thereto. The conduct of the defendants complained of herein involves knowing violations of their duties as directors of the Company, and the absence of good faith on their part,

which defendants were aware or should have been aware, posed a risk of serious injury to the company and its shareholders.

70. The defendants breached their duties in the following ways:

- a. Failing to properly disclose any and all material information a reasonable shareholder would deem important and need to make a fully informed vote on the Malone deal;
- b. By entering into the "Malone" deal without considering other viable options; such as but not limited to, the Ergen deal. This prevented alternative investors from providing financing that would not have required the 40% dilution of shares and shareholder rights. Also, this prevented a buyout of Sirius XM which may have been at more favorable terms to their shareholders.
- c. By not obtaining the needed financing for the approximately two billion dollars in XM debt which needed to be refinanced. Six hundred million dollars of which, CEO Mel Karmazin publicly stated he was not aware of. Thereby, forcing an Investment Agreement with John Malone of Liberty Media on February 17, 2009 which resulted in the giving away of 12,500,000 Sirius XM preferred shares with full voting rights convertible to 40% of the common stock. These shares were issued at a time the stock was trading at very low levels and below fair value. These shares were granted without consideration to existing shareholders, which also lost; six of twelve Board seats, a first rights offering, and complete control of Sirius XM to Mr. John Malone and Liberty Media,
- d. By not providing written notice to all shareholders after invoking the exemption to NASDQ Rule 4350(i) as required by the NASD Rules and Regulations; By not

considering other viable options from of investors, such as Charles Ergen which would have been more favorable to shareholders. Instead putting their interest and employment concerns ahead of that of their shareholders.

- e. By allowing Leon Black to remain on the Board despite repeated demands that he be removed, and failure to obtain the necessary votes.

71. Defendant's actions injured plaintiffs by causing a dilution in shares, loss of voting rights, loss of board seats and a first rights offering to Malone; none of which the shareholders had a vote or say in.

COUNT FOUR: SELF-DEALING

72. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

73. By reason of their positions with Sirius XM, the Individual Defendants are in possession of non-public information concerning the financial condition and prospects of Sirius XM, and especially, the true value and expected increased future value of Sirius XM and its assets, which they failed to disclose to the plaintiffs.

74. The investment agreement with Liberty Media was wrongful, unfair, and harmful to plaintiffs. The terms of the agreement did not adequately value the company, or the 12,500,000 preferred shares granted Malone. As such, the agreement only benefited the defendants and was to the detriment of the plaintiffs. The defendants denied plaintiffs their right to a vote as shareholders. This caused a dilution in voting rights, replacement of up to six of twelve board members, a first rights offering, and dilution of their shares of Sirius XM.

COUNT FIVE: BREACH OF FIDUCIARY DUTY

ON BEHALF OF THE COMPANY

75. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

76. The defendants have violated fiduciary duties of care, loyalty, candor, and independence owed by law to the shareholders of Sirius XM. The defendants have acted in a way that put their personal interests ahead of the interests of their shareholders.

77. The defendants breached their duties in the following ways:

- a. Failing to properly disclose all material information a reasonable shareholder would deem important as to other alternatives to the Malone deal.
- b. By enacting a poison pill provision that only benefits Malone and would prevent any other suitors of Sirius XM from making an unsolicited bid for the Company at a higher price. This ensures that Malone and only Malone can Tender for the remaining shares he does not already own. Malone was granted a rights offer after completion of his financing;
- c. By allowing Malone to vote his shares on the poison pill provision, as there was a huge conflict of interest;
- d. By inheriting approximately 2 billion in XM debt, 600 million of which CEO Mel Karmazin publicly stated he did not know about;
- e. By entering into an Investment Agreement with Liberty Media on February 17, 2009 which resulted in the giving away of 12,500,000 preferred shares of Sirius XM stock with full voting rights, convertible to 40% of Sirius XM common stock; and six of twelve Board seats; and
- f. By not providing written notice to all shareholders within 10 days after invoking the exemption to NASDQ Rule 4350(i). as required by the NASD Rules and Regulations

78. The foregoing acts, practices, and course of conduct performed by the defendants caused the defendants to fail to exercise care, diligence, and candor in the exercise of their fiduciary obligations towards the plaintiffs.

COUNT FIVE: SELF-DEALING

ON BEHALF OF THE COMPANY

79. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

80. By reason of their positions with Sirius XM, the Individual Defendants are in possession of non-public information concerning the financial condition and prospects of Sirius XM, and especially the true value and expected increased future value of Sirius XM and its assets, which they have not disclosed to the plaintiffs. The defendants have acted in ways that put their personal interests ahead of the interests of the shareholders.

81. The investment agreement with Liberty Media was wrongful, unfair, and harmful to plaintiffs. The terms of the agreement did not adequately value the company or the 12,500,000 preferred shares. As such, the agreement only benefited the defendants and was to the detriment of the plaintiffs. The defendants denied plaintiffs their right to vote as shareholders.

82. This caused a dilution in voting/preemptive rights, replacement of board members, a drop in stock price, the granting of a first rights offering, and a dilution of existing shares.


VI. PRAYER

WHEREFORE, plaintiffs pray for relief and judgment as follows:

A. Determining this action is a proper derivative action, Plaintiffs are adequate representatives on the Company's behalf, and demand is excused;

B. Determining the Defendants have breached or aided and abetted the breach of their fiduciary duties to Sirius XM;

Michael Hartleib

A handwritten signature in black ink, appearing to read "Michael Hartleib", written over a horizontal line.

Jack (John) Sorge

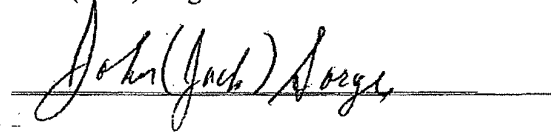
A handwritten signature in black ink, appearing to read "John (Jack) Sorge", written over a horizontal line.

EXHIBIT 5

From: Michael Hartleib
Sent: Thursday, June 02, 2011 6:59 PM
To: Robert Weiser
Subject: My Sirius case

Rob, give me a call so that we can talk about your thoughts on my case, as well as the settlement in the anti-trust suit. I did make multiple demands on the board.

Michael 949-283-2441

-----Original Message-----

From: Robert Weiser [<mailto:RW@Weiserlawfirm.com>]
Sent: Wednesday, June 01, 2011 1:59 PM
To: Michael Hartleib
Subject: Delivered: Email check

Your message was delivered to the recipient.

From: Michael Hartleib
Sent: Tuesday, June 21, 2011 3:03 AM
To: Robert Weiser
Subject: RE: Delivered: RE: Delivered: My Sirius case

Rob that works. Old merger case withdrawn, converted to an individual claim and then dismissed. This was after they offered me 700k to go away. The case I sent you is pending. Yes they were proper. Here is one of the older demands made.

Rob

-----Original Message-----

From: Michael Hartleib [<mailto:michaelhartleib@cox.net>]

Sent: Monday, June 20, 2011 4:48 PM

To: Robert Weiser

Subject: RE: Delivered: RE: Delivered: My Sirius case

Rob, when are you available?

Case 2:19-cv-02728-KSM Document 69-6 Filed 01/21/21 Page 1 of 2

EXHIBIT 6

From: Robert Weiser
Sent: Wednesday, August 31, 2011 7:22 PM
To: Michael Hartleib
Cc: 'David Sacks'
Subject: Re: fax-sirius order

I can't tonight, I have a dinner meeting

Sent from my Verizon Wireless BlackBerry

From: Michael Hartleib <michaelhartleib@cox.net>
Date: Wed, 31 Aug 2011 18:38:10 -0400
To: Robert Weiser<RW@Weiserlawfirm.com>
Cc: 'David Sacks'<david@synergvent.net>
Subject: FW: fax-sirius order

Rob, we need to talk about you coming in on my Sirius state case. This Federal case was taken from my case which was filed first. Khan Swick will work with us as I am providing all of the research . Call me ASAP

Congratulations, Messrs. Shenk and Hartlieb. Judge Rakoff has upheld your complaint in all important respects.

I am tied up this morning but can give you a call this afternoon, to discuss next steps.

EXHIBIT 7

From: Michael Hartleib <michaelhartleib@cox.net>
Date: February 16, 2012 at 1:40:08 PM EST
To: Robert Weiser <rw@weiserlawfirm.com>
Cc: 'David Sacks' <david@synergyent.net>
Subject: Litigation never sleeps

Rob, are we going to do some business together or what? You never called us back after we tried six times to reach you. David and I need to make some money so that we can buy you a new phone!

EXHIBIT 8

From: Michael Hartleib
Sent: Tuesday, May 24, 2016 2:55 AM
To: Robert Weiser
Cc: 'David Sacks'
Subject: I am flying in Wednesday evening so I can be rested

Rob, you are going to lose either with the honorable Vano or on appeal! You must not of thought that anyone would read these proposed "reforms", or that anyone would take a hard look at the standing issue. You really should have been more diligent.

EXHIBIT 9

Robert Weiser

From: Michael Hartleib <michaelhartleib@cox.net>
Sent: Tuesday, May 31, 2016 5:57 PM
To: Robert Weiser
Cc: David Sacks
Subject: Re call regarding current and forthcoming case

Rob, let me know when you are available to discuss the current case and any forthcoming derivative on the tax issues. I would like to see the old board held accountable.

Case 2:19-cv-02728-KSM Document 69-10 Filed 01/21/21 Page 1 of 2

EXHIBIT 10

-----Original Message-----

From: Michael Hartleib <michaelhartleib@cox.net>

Sent: Tuesday, June 28, 2016 1:32 PM

To: Robert Weiser <rweiser@weiserlawfirm.com>

Cc: David Sacks <david@synergyent.net>; Scott.Musoff@skadden.com

Subject: Please provide Pdf of response in support of fees

Robert, please provide me with the documents in support of your fees filed yesterday. As I have said before I do not need conformed copies pdf copies of what was submitted will be fine. I will notify the clerk if I don't get them today. Also your delay will provide me yet another reason to appeal is the Honorable Vano approves the settlement.

Thank you,

Michael

Sent from my iPhone

EXHIBIT 11



PENNSYLVANIA
22 CASSATT AVE.
BERWYN, PA 19312
TELEPHONE: (610) 225-2677
FACSIMILE: (610) 408-8062

CALIFORNIA
12707 HIGH BLUFF DRIVE, SUITE 200
SAN DIEGO, CA 92130
TELEPHONE: (858) 794-1441
FACSIMILE: (858) 794-1450

The Honorable James F. Vano
Johnson County Courthouse
100 N. Kansas Ave
Olathe, KS 66061-3273

Re: *Ross-Williams v. Bennett et al.*, Case No. 11-cv-01688

Dear Judge Vano –

We write to provide promptly important information that the Weiser Law Firm, P.C. (the “Firm”) has just learned with respect to a person whose time records were submitted to the Court together with a declaration in connection with the above-referenced shareholder derivative action (the “Action”).

As of February 2, 2017, the Firm learned that a person who had held himself out to us as Alexander J. Silow (“Silow”), was in actuality named Jeffrey M. Silow, and more importantly, that Mr. Silow is not a licensed Pennsylvania attorney in good standing, having been disbarred in Pennsylvania in 1987.¹ Mr. Silow regularly represented to the Firm (as he represented to this Court in the Action) that he was a duly licensed, active attorney. The Firm suspects that Mr. Silow may have misrepresented himself to numerous other law firms (including some of the largest law firms in this country) for many years, both before and after Mr. Silow began working with the Firm during the past decade. Mr. Silow has immediately been released from any ongoing projects with the Firm and we are contacting any and all Courts where Mr. Silow’s time records were previously submitted by the Firm.

Mr. Silow began working with the Firm after a very well-respected attorney recruiting agency in Philadelphia, Abelson Legal Search (“Abelson”), recommended him to us. Abelson represented to us at that time that Mr. Silow had worked on “four projects” through their service, and that Mr. Silow was “an excellent candidate...very experienced in document review projects of all types [who] works very hard and long hours.” See attached email and resume. The Firm was informed both by Abelson and by Mr. Silow that Mr. Silow was a licensed attorney in good standing.

¹ Although not yet confirmed, it appears as though Mr. Silow has also been suspended from the practice of law by the District of Columbia.

On February 2, 2017, after being contacted by a third party not directly involved in the Action, the Firm learned that no “Alexander J. Silow” could be found on the Pennsylvania Disciplinary Board website. Mr. Silow was then immediately contacted via e-mail by us to present his Pennsylvania bar identification number. Within minutes, Mr. Silow provided us with a Pennsylvania attorney identification number, which we then quickly determined corresponded with an “Alexander L. Silow” practicing in Pennsylvania. In a subsequent telephone conversation that morning, Mr. Silow reiterated that he was and is a licensed attorney in Pennsylvania and the District of Columbia in good standing. Minutes after this initial phone call ended, however, Mr. Silow telephoned the Firm and during a second telephone conversation, confessed that he had been disbarred in Pennsylvania “since 1990”.² Moreover, although he did not state this to us, the Firm has now confirmed that Mr. Silow’s legal name is not “Alexander J. Silow,” but rather is “Jeffrey Mark Silow.”

The Firm is in contact with both ethics and legal counsel, and has already contacted the Pennsylvania Disciplinary Board and other authorities.

With respect to this Action, we believed that Mr. Silow performed the work the reported time records indicate (as supported by the Firm’s additional filings with this Court showing records from the electronic document review database).³ Nonetheless, the Firm is aware that Mr. Silow has been held out as an active attorney, and that Mr. Silow’s declaration, signed under penalty of perjury, states, *inter alia*, that he is a licensed attorney in good standing that had never been the subject of any disciplinary action. His declaration is therefore false in material respects. Accordingly, the Firm will not be participating in any recovery that may result from the pending Cross-Appeal.

I am available at the Court’s convenience either via telephone or in-person.

Sincerely,

Handwritten signature of Robert B. Weiser in cursive script, followed by the initials "bds".

Robert B. Weiser

² As noted above, according to the Disciplinary Board of Pennsylvania, Mr. Silow was actually disbarred on December 23, 1987.

³ We believe this to be true because the documents reviewed in the Action were hosted by on the Relativity platform. It would not be possible for anyone outside of Relativity to manipulate the data points associated with this review.

Brett Stecker

From: Jessica Abelson <jabelson@abelsonlegalsearch.com>
Sent: Friday, June 27, 2008 2:12 PM
To: Brett D. Stecker
Cc: Robert Weiser
Subject: New Candidate Resumes - Document Review Project
Attachments: J Borock Resume Logo 6-2008.doc; SJones Resume logo 6-2008.doc; JSilow Resume logo 6-2008.doc

Dear Brett & Robb,

Under strict confidence please find the resumes for **Jacqueline Borock, Esq., Sharon L. Jones, Esq., and Jeffrey Silow, Esq.** for your review and consideration. All are excellent candidates and would like to be considered for your document review project. A little more information on the candidates are as follows:

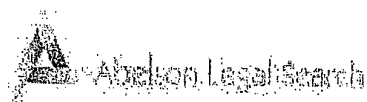
Jacqueline Borock, Esq. — Although she lives in Kingston NY she has close ties to Philadelphia. She is able to come in to Philadelphia to get training and meet with you with out a problem. She is very eager to meet with you to discuss the project in more detail.

Sharon L. Jones, Esq. — Very pleasant, professional and articulate on the phone. She is local and can absolutely commit to the project.

Jeffrey Silow, Esq. — We have worked with Jeff on at least four other projects. He is VERY experienced in document review projects of all types and works very hard and long hours.

Please let me know your thoughts regarding these candidates.

Best regards,
Jessica



Attorneys, Paralegals & Legal Professionals

Jessica Abelson
Legal Recruiter
1600 Market Street, Suite 505
Philadelphia, Pa. 19103
jabelson@abelsonlegalsearch.com
(215) 561-3010
www.abelsonlegalsearch.com



Abelson Legal Search

Attorneys, Paralegals & Legal Professionals

Jeffrey Silow, Esq.

Cell phone: (215)341-1561

Email: triman1@gmail.com

Contract Projects: Electronic and hard copy reviews and trial preparation in finance, patent, antitrust and securities litigation, governmental investigations and acquisition/divestiture matters; supervision and quality control of other reviewers; privilege log; second request reviews; deposition digesting; and travel to perform duties.

Selected Project Examples (2000 - 2008):

McCarter & English, Newark, NJ

Reviewed documents for responsiveness, confidentiality and privilege in pharmaceutical class action litigation matter.

Milberg Weiss Bershad Hynes & Lerach LLP, New York, NY

Electronic and hard copy document reviews for issue responsiveness in class action matters.

Skadden Arps Slate Meagher & Flom, New York, NY

Electronic document reviews in antitrust matter. Authored privilege log. Prepared witness binders. Deposition digesting. 2nd request. Supervision and quality control of reviewers. Traveled to review documents.

Hogan & Hartson, Washington, DC

Electronic document reviews and authored privilege logs in securities fraud, financial, FCPA and Hart-Scott-Rodino litigation matters.

Steptoe & Johnson, Washington, D.C.

Performed substantive document reviews, including privilege logs, in response to Justice Department CID and Grand Jury and U.S. Senate subpoenas.

White & Case, Washington, D.C.

Electronic document reviews in antitrust case. Prepared witness binders and deposition digesting. Supervised creation of privilege log.

Crowell & Moring, Washington D.C.

Document review in antitrust acquisition matter. 2nd request. Traveled to perform duties.

McKesson Corporation, Philadelphia, PA/San Francisco, CA

Subpoena response in class action/patent matter where client was not a party. Supervision and quality control of reviewers. Traveled to review documents.

Other Employment:

National Association of Securities Dealers, Inc., Washington, DC

Office of General Counsel; Federal litigation, arbitrations and Board of Governors presentations as well as advice to members.

Pennsylvania Securities Commission, Harrisburg, PA

Office of General Counsel, Senior Attorney; Investigation, financial analysis and prosecution of securities regulatory filings and matters.

Tax Debt Negotiators, Inc., Los Angeles, CA

Responsible for in-house matters including tax matters, litigation, reviewing and drafting leases, contracts and regulatory filings.

Computer Training: Concordance, Lextranet, Summation, Ringtail, Applied Discovery, DocHunter, Microsoft Word, Microsoft Office, Microsoft Outlook, Lotus Notes

Languages: English, working knowledge of Spanish, French, German

Education:

JD, University of Miami School of Law 1974

BS (Mathematics), La Salle University 1971

Bar Admissions: District of Columbia

Submitted in confidence by Abelson Legal Search

www.abelsonlegalsearch.com

(215) 561-3010



WWW.WEISERLAWFIRM.COM

PENNSYLVANIA
22 CASSATT AVE.
BERWYN, PA 19312
TELEPHONE: (610) 225-2677
FACSIMILE: (610) 408-8062

CALIFORNIA
12707 HIGH BLUFF DRIVE, SUITE 200
SAN DIEGO, CA 92130
TELEPHONE: (858) 794-1441
FACSIMILE: (858) 794-1450

February 6, 2017

Douglas T. Shima
Clerk of the Appellate Court
Kansas Court of Appeals
Appellate Clerk's Office
301 SW 10th Ave.
Topeka, KS 66612-1507

Re: **Ross-Williams v. Bennett et al., Appellate Case No. 17-117139-A**

Dear Mr. Shima:

We write to bring to the Court's attention an inaccuracy in the record in the above referenced action (the "Action"), which is currently pending before the Court. Counsel for Cross-Appellant Monica Ross-Williams, The Weiser Law Firm, P.C. (the "Firm"), recently learned that a declaration submitted to the District Court of Johnson County (the "District Court") below, by a former affiliate of the Firm, is inaccurate in material respects. The Firm believes it is its obligation to inform the Court before briefing in this matter begins.

A central question on appeal in the Action is whether the District Court properly evaluated Plaintiff's counsel's request for fees and expenses in association with the material benefits provided to the corporation in this Action. In connection with this request, District Court Judge James Vano ("Judge Vano") requested that the Firm submit attorney billing records for *in camera* review. See Transcript of May 26, 2016 Hearing. The Firm submitted time on behalf of a former affiliate of the Firm who worked on an extensive, three-year document review project. See Plaintiff's Supplemental Brief in Further Support of Award of Attorneys' Fees and Reimbursement of Expenses. This submission would later include a declaration, sworn under the penalty of perjury, from the document reviewer stating that he was a member in good standing of the Pennsylvania and District of Columbia bar associations and had never been accused of an ethical violation or the subject of any disciplinary action. See Plaintiff's Second Motion to Alter or Amend the Court's November 22, 2016 Order. The Firm has learned that this declaration was not true at the time it was submitted.

As of February 2, 2017, the Firm learned that a person who had held himself out to us as Alexander J. Silow ("Silow"), was in actuality named Jeffrey M. Silow, and more importantly, that Mr. Silow is not a licensed Pennsylvania attorney in good standing, having been disbarred in

Pennsylvania in 1987.¹ Mr. Silow regularly represented to the Firm (as he represented to the District Court) that he was a duly licensed, active attorney. The Firm suspects that Mr. Silow may have misrepresented himself to numerous other law firms (including some of the largest law firms in this country) for many years, both before and after Mr. Silow began working with the Firm during the past decade. *See* attached email and resume. Mr. Silow has immediately been released from any ongoing projects with the Firm and we are contacting any and all courts where Mr. Silow's time records were previously submitted by the Firm.²

Mr. Silow began working with the Firm after a very well-respected attorney recruiting agency in Philadelphia, Abelson Legal Search ("Abelson"), recommended him to us. Abelson represented to us at that time that Mr. Silow had worked on "four projects" through their service, and that Mr. Silow was "an excellent candidate...very experienced in document review projects of all types [who] works very hard and long hours." *See* attached email and resume. The Firm was informed both by Abelson and by Mr. Silow that Mr. Silow was a licensed attorney in good standing.

On February 2, 2017, after being contacted by a third party not directly involved in the Action, the Firm learned that no "Alexander J. Silow" could be found on the Pennsylvania Disciplinary Board website. Mr. Silow was then immediately contacted via e-mail by us to present his Pennsylvania bar identification number. Within minutes, Mr. Silow provided us with a Pennsylvania attorney identification number, which we then quickly determined corresponded with an "Alexander L. Silow" practicing in Pennsylvania. In a subsequent telephone conversation that morning, Mr. Silow reiterated that he was and is a licensed attorney in Pennsylvania and the District of Columbia in good standing. Minutes after this initial phone call ended, however, Mr. Silow telephoned the Firm and during a second telephone conversation, confessed that he had been disbarred in Pennsylvania "since 1990."³ Moreover, although he did not state this to us, the Firm has now confirmed that Mr. Silow's legal name is not "Alexander J. Silow," but rather is "Jeffrey Mark Silow."

The Firm is in contact with both ethics and legal counsel, and has already contacted the Pennsylvania Disciplinary Board and other authorities.

With respect to this Action, the Firm continues to believe that the time records from Mr. Silow are accurate (as supported by the Firm's additional filings with the District Court showing records from the electronic document review database). Nonetheless, the Firm is aware that the record before this Court is inaccurate and the Firm is actively attempting to correct the record

¹ Although not yet confirmed, it appears as though Mr. Silow has also been suspended from the practice of law by the District of Columbia for non-payment of dues.

² Mr. Silow's relationship with the Firm was limited to initial document review: at no time did Mr. Silow ever have any client contact, nor sign pleadings on behalf of the Firm, nor make any court appearances on behalf of the Firm.

³ As noted above, according to the Disciplinary Board of Pennsylvania, Mr. Silow was actually disbarred on December 23, 1987.

below.⁴ In the event the Firm is procedurally unable to do so, we felt it was our ethical obligation to ensure this matter was timely raised before the Court.

I am available at the Court's convenience either via telephone or in-person.

Sincerely,


Robert B. Weiser

⁴ Similar correspondence has been sent to Judge Vano on February 3, 2017.

Case 2:19-cv-02728-KSM Document 69-12 Filed 01/21/21 Page 1 of 3

EXHIBIT 12

From: Michael Hartleib <michaelhartleib@cox.net>
Sent: Monday, March 06, 2017 8:37 PM
To: Robert Weiser <rweiser@weiserlawfirm.com>
Cc: mark.mcgrory@eriseip.com; jay.kasner@skadden.com; scott.musoff@skadden.com; James M. Ficaro <jficaro@weiserlawfirm.com>; 'Tom Hershewe' <tom@dollar-law.com>; Brett Stecker <bdstecker@weiserlawfirm.com>; 'George C. Aguilar' <GAguilar@robbinsarroyo.com>; 'Boren, Jill, DCA' <Jill.Boren@jocogov.org>; 'Brian J. Robbins' <BRobbins@robbinsarroyo.com>; 'Alfred G. Yates jr.' <yateslaw@aol.com>; 'Jay N. Razzouk' <JRazzouk@robbinsarroyo.com>; 'Laura Jakubec' <lauraj@dollar-law.com>
Subject: Re: ROSS-WMS v. SPRINT - Appellate Case No. 17-117139-A

Rob, I am a little confused! Your opposition to the Motion to remand is in contradiction to your statements in the letter to Mr. Shima, Clerk of the Court of Appeals. Whereas you express your desire to correct the record and inaccuracies at the District Court and were actively attempting to do so! It seems your statements to the Appellate Court were disingenuous at best. Shocking! Also, equally confusing is your statement regarding Mr. Silow, that "you just found out on February 2, 2017 that Alexander Silow was not his real name, indeed it is Jeffrey". Although, in your attached email correspondence from Abelson in 2008 you hired him as Jeffery. Are you 100 % certain that you want to stick to that story? I promise you that it will not be wise!

I especially like the comment that you felt as though you had an ethical obligation to inform the Court, prior to briefing. Why, because you thought they might want to remand so that these issues can be addressed at the District Court? The Court in which the fraud was committed upon? Ethical obligation, what a Saint. The fact of the matter is that Ted Frank was holding a proverbial gun to your head, so you had no choice but to come clean, or to be clear, partially

clean prior Ted Frank informing the appropriate agencies. Your attempts, to obfuscate your chicanery in this case is galvanizing my convictions, strengthening my resolve to expose all of the corrupt parties in this case! This lawyer driven litigation must and will cease. Your temerity, to seek leave of the Appellate Court to reinstate fees, given what I have uncovered is frankly astonishing and provoking wrath. I will take this all the way to the Kansas Supreme Court if needed, as the integrity of the judicial system is at stake!

On Mar 6, 2017, at 1:59 PM, Laura Jakubec <lauraj@dollar-law.com> wrote:

Counsel - please find a courtesy copy of the following which was e-filed today. Thank you.

Laura Jakubec, Legal Assistant
lauraj@dollar-law.com

<image001.png>

1100 Main Street, Suite 2600
Kansas City, MO 64105
Phone: (816) 876-2600
Fax: (816) 221-8763

This electronic message transmission and any files transmitted with it, are a communication from the law firm of Dollar Burns & Becker, L.C. This message contains information protected by the attorney/client privilege and is confidential or otherwise the exclusive property of the intended recipient or Dollar Burns & Becker, L.C. This information is solely for the use of the individual or entity that is the intended recipient. If you are not the designated recipient, or the person responsible for delivering the communication to its intended recipient, please be aware that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this electronic transmission in error, please notify by telephone (877-816-2600), or by electronic mail (lauraj@dollar-law.com) and promptly destroy the original transmission. Thank you for your assistance. NOTICE: The Missouri Bar and Missouri Supreme Court require all Missouri attorneys to notify e-mail recipients that e-mail is not a secure method of communication, that it may be copied and held by any computer through which it passes, and persons not participating in the communication may intercept the communication. Should you wish to discontinue this method of communication, please advise, and no further e-mail communication will be sent.

<Opposition to Motion to Stay Appeal and Remand Case to District Court (342096x9E2E5).pdf>

EXHIBIT 13

IN THE COURT OF APPEALS OF THE STATE OF KANSAS

MONICA ROSS-WILLIAMS, derivatively, on
behalf of SPRINT NEXTEL CORPORATION,

Appellees,

V.

ROBERT R. BENNETT, ET AL.,
and
SPRINT NEXTEL CORPORATION, a Kansas
Corporation,

Appellees,

Objector, Michael Hartleib,

Appellant.

Appellate Case No. 17-117139-A

(District Court Case No. 11CV1688)

**DECLARATION OF MONICA ROSS-WILLIAMS IN OPPOSITION TO APPELLANT
MICHAEL HARTLIEB'S MOTION TO RECONSIDER AND VACATE THE
PROTECTIVE ORDER**

I, Monica Ross-Williams, declare and state as follows:

1. I, Monica Ross-Williams, am a party (appellee and cross-appellant) to the above-captioned appellate proceeding that is currently pending before this Court (the "Appeal"). At all times in connection with the Appeal, and the shareholder derivative litigation before the District Court for Johnson County, Kansas that is the subject of the instant Appeal, I have been and am represented by counsel.

2. During the evening of March 6, 2017, I received an unsolicited telephone call from Appellant Michael Hartleib ("Hartleib"). I do not know how Hartleib obtained my phone

number, but I believe that he did so via an internet search. I had never previously had any contact, engagement, or involvement with Hartleib.

3. Upon answering the telephone when Hartleib called me on the evening of March 6, 2017, I did not realize at first who I was speaking to. Hartleib proceeded to attempt to discuss matters related to the Appeal with me, in a highly confrontational manner. Once I realized who Hartleib was and that he had somehow found my phone number and called me directly regarding the Appeal, I told Hartleib I did not wish to speak to him any further. I asked Hartleib not to contact me again and to direct all future communications to my counsel.

4. Hartleib, however, did not hang up the phone at that point. Instead, he tried to continue the conversation by making references to certain matters about me that were wholly unrelated to the Appeal; specifically, my role as an elected official in Ypsilanti Township, Michigan, where I serve on the Township Board of Trustees. I can only assume that Hartleib conducted an internet search and tried to learn as much as he could about me prior to calling me on March 6, 2017.

5. In the first instance, I was taken aback and frightened once I realized that Hartleib had called me directly about the Appeal, and given the tenor of the call I suspected that he did so in an attempt to intimidate me. But once Hartleib brought up matters about me that were completely unrelated to the Appeal, I became certain that his purpose for calling was to harass and threaten me. I felt very uncomfortable and wanted to end the call with Hartleib as soon as possible, but I thought it best to try to end the conversation in a non-confrontational way. To that end, I told Hartleib that if he wished to do so he could copy me on communications directed to my counsel, and I provided him with an email address which I seldom use.

6. At that point, the call with Hartleib ended. Immediately after I got off the phone with Hartleib on the evening of March 6, 2017, I contacted my counsel regarding the call from Hartleib.

7. Although I had clearly instructed Hartleib that all future communications should be directed to my counsel and not to me, only a few hours later, at 3:16 a.m. central time on March 7, 2017, Hartleib sent an email directly to me regarding the Appeal. I was very disturbed by the fact that he did so even though I had told him that all communications should be directed to my counsel.

8. Later that same day, on March 7, 2017, my counsel sent Hartleib a letter at my request. The letter from my counsel demanded that Hartleib cease any attempts to communicate with me. Hartleib responded to my counsel in writing, however, by threatening that he "will neither cease nor desist." Accordingly, at my request and with my authorization, my counsel filed a motion for a protective order on March 9, 2017. That motion was granted, and the protective order was entered by this Court on March 30, 2017 (the "Protective Order").

9. I was shocked to learn that Hartleib recently filed a motion to vacate the Protective Order. I can only assume that Hartleib intends to try to contact me again and harass me further. I was very frightened and disturbed by Hartleib's conduct in March 2017, and I was pleased and relieved when the Protective Order was granted. If the Protective Order were to be vacated, I would fear that Hartleib would once again attempt to intimidate, harass, and threaten me. I see no reason why Hartleib should be permitted to direct communications to me instead of my counsel. I respectfully request that this Court deny Hartleib's motion and keep the Protective Order in place.

I declare under penalty of perjury that the above and foregoing is true and correct.

EXECUTED this 7th day of March, 2018.

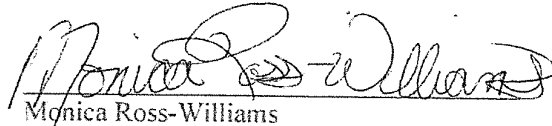

Monica Ross-Williams

EXHIBIT 14

From: michael hartleib
Sent: Tuesday, March 7, 2017 4:25 AM
To: kayla9170@yahoo.com
Cc: MSK@HFMLEGAL.COM; perry.brandt@bryancave.com; MARK.MCGRORY@ERISEIP.COM;
DOCKETING@ERISEIP.COM; 'Chuck Schimmel' ; 'George C. Aguilar' ; 'Jay Razzouk' ; Brett Stecker ; 'Alfred G. Yates jr.' ;
'Robert Schubert' ; 'Willem F. Jonckheer' ; James M. Ficaro ; 'Dustin Schubert' ; 'Brian J. Robbins' ; 'Boren, Jill, DCA' ; 'Greg
Wright' ; tom@dollar-law.com; Robert Weiser
Subject: Ms. William's Per our conversation here are some of the documents your Counsel failed to provide you

Dear Ms. Williams, it was a pleasure speaking with you this evening. I am sorry that your Counsel has not kept you apprised of the details of your case. I find it unconscionable that your attorneys failed to inform you of Judge Vano's rulings or that an Appeal was filed on your behalf. I do believe that you are a unwitting victim of their fraud committed against the Court. As we discussed they have submitted millions of dollars in fraudulent billing in your case. As I informed you that this was not just my opinion, the Judge in your case came to a similar conclusion. In fact, your attorneys have now admitted to at least 1.6 million dollars in fraudulent bills submitted to the Court. Mr. Weiser has confirmed this in two separate letters. (See attached). I am no expert, but when a Firm admits criminal acts in a case I believe they are obligated to notify you as the Plaintiff. Mr. Weiser and his Firm have already contacted their Bar associations and other Courts to self-report their criminal acts. I have contacted the district attorney's offices in Pennsylvania and Kansas and will be filing formal complaints. I am

sorry to be the person to inform you of this, as it was your attorneys responsibility to do so. I am seeking a full evidentiary hearing where your Counsel will be forced to testify under oath and you can address the Court. As you can see by the letters from Mr. Weiser they are in a lot of trouble, but claim they are victims of Mr. Silow. I will provide incontrovertible proof that Mr. Weiser et. al. is just as guilty as Mr. Silow. This is just the tip of the iceberg. Details of our call will be submitted to the Kansas Court of Appeals in a sworn declaration and provided to Judge Vano. As per your request I copied all of the attorneys in your case as well as Judge Vano's Clerk. Thank you for taking the time to speak with me this evening.

Michael



WWW.WEISERLAWFIRM.COM

PENNSYLVANIA
22 CASSATT AVE.
BERWYN, PA 19312
TELEPHONE: (610) 225-2677
FACSIMILE: (610) 408-8062

CALIFORNIA
12707 HIGH BLUFF DRIVE, SUITE 200
SAN DIEGO, CA 92130
TELEPHONE: (858) 794-1441
FACSIMILE: (858) 794-1450

March 7, 2017

VIA EMAIL

Michael Hartlieb
27020 Alicia Parkway, Suite G
Laguna Niguel, CA 92677
Email: michaelhartlieb@cox.net

Re: Ross-Williams v. Bennett et al., Appellate Case No. 17-117139-A

Dear Mr. Hartlieb:

We want to caution you in the strongest of terms that your harassment of our client, Monica Ross-Williams, is highly improper.

As you know, we are counsel for Ms. Ross-Williams in the above-referenced litigation. Ms. Ross-Williams has informed us that last night, you telephoned her directly, despite knowing that she was and is represented by counsel. This conduct violates Rule 4.2 of the Kansas Rules of Professional Conduct, as you were not and are not authorized to contact Ms. Ross-Williams by her counsel or any Court.¹

According to Ms. Ross-Williams, not only did you attempt to discuss the Sprint derivative litigation with her last night, you also referenced other matters pertaining to our client that are completely unrelated to the derivative litigation. Ms. Ross-Williams was shocked and disturbed by your phone call, and she reported to us this morning that she felt harassed and threatened -- both with respect to your attempt to speak directly with her in itself, and with respect to the substance of the phone call. Accordingly, Ms. Ross-Williams declined to speak with you, expressed to you that all future communications should be directed to her counsel, and instructed that you should not contact her directly again.

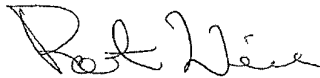
Nonetheless, several hours later, at 3:16 a.m. central time on March 7, 2017, you committed another violation and completely disregarded our client's directive to communicate with her counsel, by sending Ms. Ross-Williams a lengthy email and related attachments. Our

¹ Pro se litigants are generally held to the same standards of procedure, evidence, and professional responsibility as attorneys. See *Mangiaracina v. Gutierrez*, 11 Kan.App.2d 594, 595-96, 730 P.2d 1109 (1986).

client has reported to us that she also finds your email to be harassing and threatening, particularly in light of her express instruction to you only hours earlier that all communications should be directed to her counsel.

On behalf of Ms. Ross-Williams, we direct you to immediately cease and desist all attempts to communicate directly with Ms. Ross-Williams. In addition, please be advised that with respect to those improper communications that have already taken place and any such future communications you may attempt, Ms. Ross-Williams expressly reserves all of her rights, including but not limited to her rights under Michigan, Kansas, California, and/or federal law.

Sincerely,

A handwritten signature in black ink, appearing to read "Robt Weiser", written in a cursive style.

Robert B. Weiser

From: michael hartleib [mailto:michaelhartleib@cox.net]

Sent: Tuesday, March 7, 2017 7:21 PM

Cc: MSK@HFMLEGAL.COM; perry.brandt@bryancave.com; MARK.MCGRORY@ERISEIP.COM; DOCKETING@ERISEIP.COM; 'Chuck Schimmel' <chuck@wrightschimmel.com>; 'George C. Aguilar' <GAguilar@robbinsarroyo.com>; 'Jay Razzouk' <jrazzouk@robbinsarroyo.com>; Brett Stecker <bds@weiserlawfirm.com>; 'Alfred G. Yates jr.' <yateslaw@aol.com>; 'Robert Schubert' <rschubert@schubertlawfirm.com>; 'Willem F. Jonckheer' <wjonckheer@schubertlawfirm.com>; 'Dustin Schubert' <dschubert@schubertlawfirm.com>; 'Boren, Jill, DCA' <Jill.Boren@jocogov.org>; 'Greg Wright' <greg@wrightschimmel.com>; tom@dollar-law.com; Robert Weiser <rw@weiserlawfirm.com>; 'Brian J. Robbins' <BRobbins@robbinsarroyo.com>; James Ficaro <jmf@weiserlawfirm.com>

Subject: RE: Ross-Williams v. Bennett et al., Appellate Case No. 17-117139-A

Mr. Weiser, as I am preparing my sworn declaration regarding my communication with you "client", I do not have time to address all of the self-serving misrepresentations in your letter. The 15 minute consensual conversation with your "client" was very enlightening. She provided her email address and ask that I copy Counsel, so that I could forward the documents you failed to provide. For you to characterize this as harassment is another blatant attempt to distract and obfuscate your fraudulent acts and bastardization of the judicial system. I caution you, that coercing your "client" to misstate facts regarding our call will only inflict additional damage to what little credibility you have left. You Sir, and your coconspirators are the ones that need to Cease and Desist. Your so-called "client" is representing my interest and her attorneys are corrupt, therefore I will neither Cease nor Desist. As far as your not so veiled threat that Ms. Williams "reserves all of her rights", if you are threatening legal action against me, feel free, I will be happy to waive service to expedite said action. I find the prospects of discovery quite compelling. Your threats do nothing but, strengthen my resolve and galvanize my convictions. Call it a personality defect! Instead of wasting my time, I would suggest you consult with an ethics attorney, that's right, you already have!

Michael

Case 2:19-cv-02728-KSM Document 69-15 Filed 01/21/21 Page 1 of 3

EXHIBIT 15

From: Michael Hartleib
Sent: Saturday, April 07, 2018 12:33 AM
To: Robert Weiser
Cc: mark.mcgrory@eriseip.com; jay.kasner@skadden.com; scott.musoff@skadden.com;
jennifer.berhorst@bryancave.com; sarah.holdmeyer@bryancave.com; James M. Ficaro ; Brett Stecker ;
jenness.parker@skadden.com
Subject: RE: ROSS-WILLIAMS - Appellate Case No 17-117139-A

Rob, your ability to set the bar at new lows, never disappoints! Clearly, this is in retaliation to your being rightfully removed as co-lead counsel in the Equifax case. Your attempt to mislead the Appellate Court with incomplete records might be your standard operating procedure, but I believe it will cost you when I seek sanctions. Your personal attacks smack of desperation, they do nothing to dissuade me, in fact they galvanize my convictions and strengthen my resolve! Rob, you may want to contact your investigators, L. English Research Services Inc. to seek a partial refund. When they pulled the records on March 26th, they missed a DUI from the eighties and a fixit ticket. Your ill-advised actions, and ad-hominem attacks are making the Weiser Firm radioactive!

Have a wonderful weekend.

From: James Ficaro [mailto:jmf@weiserlawfirm.com]
Sent: Friday, April 6, 2018 11:29 AM
To: Michael Hartleib <mjhartleib@gmail.com>
Subject: FW: ROSS-WILLIAMS - Appellate Case No 17-117139-A

Mr. Hartleib, see attached filing.

From: Laura Jakubec <lauraj@dollar-law.com>
Sent: Friday, April 6, 2018 2:05 PM
To: mark.mcgrory@eriseip.com; jay.kasner@skadden.com; scott.musoff@skadden.com; jennifer.berhorst@bryancave.com; sarah.holdmeyer@bryancave.com; Marco H <mhartlieb@gmail.com>
Cc: Tom Hershewe <tom@dollar-law.com>; Robert Weiser <rw@weiserlawfirm.com>; Brett Stecker <bds@weiserlawfirm.com>; James Ficaro <jmf@weiserlawfirm.com>
Subject: Re: ROSS-WILLIAMS - Appellate Case No 17-117139-A

Counsel/Parties - attached is a courtesy copy of Opposition to Hartleib Motion to Reconsider and Vacate the Protective Order.

Laura Jakubec, Legal Assistant
lauraj@dollar-law.com

**DOLLAR
BURNS &
BECKER**
TRIAL ATTORNEYS

1100 Main Street, Suite 2600
Kansas City, MO 64105
Phone: (816) 876-2600
Fax: (816) 221-8763

This electronic message transmission and any files transmitted with it, are a communication from the law firm of Dollar Burns & Becker, L.C. This message contains information protected by the attorney/client privilege and is confidential or otherwise the exclusive property of the intended recipient or Dollar Burns & Becker, L.C. This information is solely for the use of the individual or entity that is the intended recipient. If you are not the designated recipient, or the person responsible for delivering the communication to its intended recipient, please be aware that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this electronic transmission in error, please notify by telephone (877-816-2600), or by electronic mail (lauraj@dollar-law.com) and promptly destroy the original transmission. Thank you for your assistance. NOTICE: The Missouri Bar and Missouri Supreme Court require all Missouri attorneys to notify e-mail recipients that e-mail is not a secure method of communication, that it may be copied and held by any computer through which it passes, and persons not participating in the communication may intercept the communication. Should you wish to discontinue this method of communication, please advise, and no further e-mail communication will be sent.

EXHIBIT 16

From: Michael Hartleib
Sent: Wednesday, April 12, 2017 10:43 AM
To: Laura Jakubec
Cc: mark.mcgrory@eriseip.com; jay.kasner@skadden.com; scott.musoff@skadden.com; James M. Ficaro ; Brett Stecker ; George C. Aguilar ; Jay N. Razzouk ; Tom Hershewe ; Boren, Jill, Dca ; Robert Weiser ; Brian J. Robbins
Subject: Re: ROSS-WMS v. SPRINT - Appellate Case No. 17-117139-A

When your position is indefensible, attack your opponent with claptrap. What an embarrassment to the bar! See you in Court.

Sent from my iPhone

On Apr 12, 2017, at 6:22 AM, Laura Jakubec <lauraj@dollar-law.com> wrote:

Counsel - please find a courtesy copy of the following which was e-filed today. Thank you.

Laura Jakubec, Legal Assistant
lauraj@dollar-law.com

1100 Main Street, Suite 2600
Kansas City, MO 64105

Phone: (816) 876-2600
Fax: (816) 221-8763

This electronic message transmission and any files transmitted with it, are a communication from the law firm of Dollar Burns & Becker, L.C. This message contains information protected by the attorney/client privilege and is confidential or otherwise the exclusive property of the intended recipient or Dollar Burns & Becker, L.C. This information is solely for the use of the individual or entity that is the intended recipient. If you are not the designated recipient, or the person responsible for delivering the communication to its intended recipient, please be aware that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this electronic transmission in error, please notify by telephone (877-816-2600), or by electronic mail (lauraj@dollar-law.com) and promptly destroy the original transmission. Thank you for your assistance. NOTICE: The Missouri Bar and Missouri Supreme Court require all Missouri attorneys to notify e-mail recipients that e-mail is not a secure method of communication, that it may be copied and held by any computer through which it passes, and persons not participating in the communication may intercept the communication. Should you wish to discontinue this method of communication, please advise, and no further e-mail communication will be sent.

EXHIBIT 17

From: Hines, Loretta M.
Sent: Wednesday, April 26, 2017 3:28 PM
To: Robert Weiser
Subject: Threatening Letter - rec'd 4/25/17

Mr. Weiser,

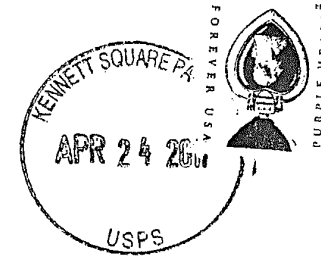
The attached letter was received in Chambers yesterday, 4/25/17. Five other Judges in Chester County received the same letter. Judge Sarcione thought you should be alerted since you are referenced in the letter. Please feel free to contact Chambers if you feel it necessary or have any questions or concerns.

Loretta M. Hines, Judicial Assistant

*to the Hon. Anthony A. Sarcione
Chester County Justice Center
201 W. Market Street, Suite 6213
PO Box 2746
West Chester, PA 19380-0989
Phone: 610.344.5900
FAX: 610.344.5596*

This County of Chester e-mail message, including any attachments, is intended for the sole use of the individual(s) and entity(ies) to whom it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone this e-mail message including any attachments, or any information contained in this e-mail message including any attachments. If you have received this e-mail message in error, please immediately notify the sender by reply e-mail and delete the message. Thank you very much.

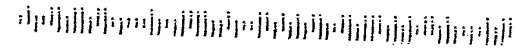
A. Nonymous Esquire
105 East Evans Street
Suite " C "
West Chester Pa 19380



Judge Anthony Scarcione
201 W. Market st. suite 4100
PO Box 2746, West Chester Pa
Zip>>>> 19380-0989

RECEIVED
APR 25 2017

1500282947 0007



Attorney e-Newsletter - March 2017

RECEIVED
APR 25 2017

Subject: Attorney e-Newsletter - March 2017

From: Disciplinary Board of the Supreme Court of Pennsylvania <news@padisciplinaryboard.org>

Date: 3/28/2017 3:20 PM

[Click here to view this email in your browser](#)

Attorney News - March 2017

Articles & Updates

- Court Docks Pennsylvania Firm for Disbarred Lawyer Billings
- Annual Attorney Registration Opens in May
- Tip of the Month: Who Do I Call?
- Supreme Court Seeks Volunteers
- Lawyer's Pants Catch on Fire During Argument

Things to Remember

- Follow the Disciplinary Board on Twitter

*What, if any thing,
do you intend to
do about this??*

This newsletter is intended to inform and educate members of the legal profession regarding activities and initiatives of the Disciplinary Board of the Supreme Court of Pennsylvania. To ensure you receive each newsletter and announcement from the Disciplinary Board of the Supreme Court of PA, please add us to your "safe recipients" list in your email system. Please do not reply to this email. Send any comments or questions to comments@padisciplinaryboard.org.

Court Docks Pennsylvania Firm for Disbarred Lawyer Billings

A Berwyn, Pennsylvania firm involved in a multimillion dollar shareholder lawsuit against cellphone provider Sprint was stunned when a Kansas judge **docked its attorney fees award by nearly 90%**. The action came after the Weiser Firm advised the court that a contract lawyer who compiled a massive number of hours on the case was in fact a disbarred former lawyer.

The firm included in its attorney fees claim a figure of 6,905 hours of service valued at \$1.5 million for Alexander J. Silow, a contract attorney who reviewed discovery documents in the case. A lawyer named Alexander J. Silow is admitted to the Pennsylvania bar in active status, but the person who performed the work for the Weiser Firm was not him. The imposter was Jeffrey M. Silow, who consented to disbarment in 1987.

A staffing agency placed Silow with the Weiser firm in 2008. The Wall Street Journal reports that despite his disbarment, Silow apparently worked for the staffing agency as a contract attorney for at least eight years prior to that.

Kansas Judge James Vano slashed the firm's requested \$4.25 million to \$450,000. The firm maintains that despite Jeffrey Silow's deceptions as to his licensure, its records are accurate and that the award is justified based on the results. An appeal is pending.

Annual Attorney Registration Opens in May

May 8th – Online Registration Portal Opens

July 1st – Registration Due Date

Online registration for Active and Inactive Attorneys, Attorney Participants in Defender or Legal Services Programs, In-House Counsels, and Foreign Legal Consultants will soon be open. Do not attempt to complete the annual registration process prior to May 8th. The ability to register online will not be available for attorneys who are currently on Retired status or are Administratively Suspended.

Attorneys have the option to pay their annual fee by credit card or by voucher and check. Last year, 60,790 attorneys paid with a credit card and 13,700 attorneys paid by voucher.

License Status with the Pennsylvania Bar

Active	65,522
Inactive	10,726
Retired	17,447

**What, if anything , should the Chester County Judiciary
do about the WEISER lawfirm
located at Cassatt drive in Berwyn Pennsylvania?**

This ball has bounced into your lap because the Chester County Bar association likes to (1) plan picnics, (2) do seminars with guest speakers, (3) hold “chummy bench-bar events” where the lawyers in West Chester can snuggle up to the Judges before whom they practice and (4) other meaningless social activities .

When it comes to exercising discipline and control over the very profession of lawyer, so that the profession can continue on its very marginal journey toward public acceptance and respect..... well..... you know..... that's a troubling matter and sometimes, you know..... it's better to just let things work themselves out !!!

In other words, we ain't going to do shit about this !!!!

The Weiser lawfirm is a six(6) man operation located on Cassatt drive in Berwyn , Chester County. This ugly situation involves the famous..... or should we say “INFAMOUS” class action lawsuit. Known as the pride of the Ninth Circuit Court of Appeals in Northern California. It involves a simple but very lucrative operation. You get a friendly judge--- -----the friendlier the better--- to award class action status to your firm in order to “economically (HaHaHa)” represent a class of people who might not otherwise be able to sue the offending corporation on an individual basis. Whne the smoke clears, every member of the class gets \$26.54 and you get \$4.5 million dollars. In this case, Andrew Silow Esquire, who DOES HAVE a license to practice law in Pennsylvania was ~~actually~~ putting in 6,905 hours of work and billing \$4.5 million. But then...OMG... it wasn't Andy at all. It was Jeff Silow who had been disbarred 30 years ago in 1987 who was billing 6,905 hours for the WEISER lawfirm. Judge JIMMIE VANO in Kansas, God Bless His soul, caught the firm in the act and knocked out 90% of their billing. They claimed shock & surprise.

Imaginary dialogue:

"We were totally shocked to find out that he wasn't Andy after all but that he was Jeff"

Did he always answer to the name Andy so that if someone said "Hey Andy, come here and look at this?", he would automatically respond "Well..... yes, probably... I would say probably"

Did he ever take a phone call for Jeff Silow?

"Well.....I actually can't recall if he did or not. I mean it was not a thing that we paid attention to"

When he cashed office checks in his name was the name Andy Silow on each and every check. If we audited all of the checks written to him over the last 3 years, would all of them have been issued to Andrew Silow and endorsed by Andrew Silow?

"Well..... I am not sure about that. We will have to go back and check our records"

Do you have any idea what 6,905 billable hours comes to ?

"Not really"

Would you be surprised if , at 40 hours a week for every week in the year it comes to 162 weeks and that comes to over 3 consecutive years?

(No Response)

Weren't you just a little suspicious that he spent every working hour of every day in the week , for over 3 years on just one file in the office?

"Well..... YES it did strike us as a little bit odd. Yes"

How could you pay him salary for over 3 years if he worked on only one file in the office? That's a little absurd isn't it?

"Well I get where you are going with this line of questioning. Are you saying that we knew that he was a disbarred lawyer and we were trying to milk the class action jackpot with his phony billing"

You said it better than I could.

"Well, you can GO FUCK YOURSELF ASSHOLE. I'M OUT OF HERE AND YOU CAN TALK TO MY LAWYER IF YOU WANT"

Case 2:19-cv-02728-KSM Document 69-18 Filed 01/21/21 Page 1 of 3

EXHIBIT 18

From: Michael Hartleib
Sent: Saturday, May 19, 2018 5:40 PM
To: 'Laura Jakubec' ; mark.mcgrory@eriseip.com; jay.kasner@skadden.com; scott.musoff@skadden.com; jennifer.berhorst@bryancave.com; sarah.holdmeyer@bryancave.com
Cc: 'Tom Hershewe' ; Robert Weiser ; Brett Stecker ; James M. Ficaro
Subject: RE: ROSS-WMS v. Spring, et al. - Appellate Case No.: 17-117139-A

Plaintiff Counsel, and I use this term loosely, when making false allegations against a party I would suggest you at least get it right. I am no expert, but I am pretty sure it would be libelous! I will demonstrate its proper use posthaste!

From: Laura Jakubec [<mailto:lauraj@dollar-law.com>]
Sent: Friday, May 18, 2018 2:12 PM
To: mark.mcgrory@eriseip.com; jay.kasner@skadden.com; scott.musoff@skadden.com; jennifer.berhorst@bryancave.com; sarah.holdmeyer@bryancave.com; Michael Hartleib <mjhartleib@gmail.com>
Cc: Tom Hershewe <tom@dollar-law.com>; Robert Weiser <rw@weiserlawfirm.com>; Brett Stecker <bds@weiserlawfirm.com>; James Ficaro <jmf@weiserlawfirm.com>
Subject: ROSS-WMS v. Spring, et al. - Appellate Case No.: 17-117139-A

Counsel - please find a courtesy copy of the pleading which was efiled this afternoon in this matter. Thank you.

Laura Jakubec, Legal Assistant
lauraj@dollar-law.com

DOLLAR
BURNS &
BECKER
TRIAL ATTORNEYS

1100 Main Street, Suite 2600
Kansas City, MO 64105
Phone: (816) 876-2600
Fax: (816) 221-8763

This electronic message transmission and any files transmitted with it, are a communication from the law firm of Dollar Burns & Becker, L.C. This message contains information protected by the attorney/client privilege and is confidential or otherwise the exclusive property of the intended recipient or Dollar Burns & Becker, L.C. This information is solely for the use of the individual or entity that is the intended recipient. If you are not the designated recipient, or the person responsible for delivering the communication to its intended recipient, please be aware that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this electronic transmission in error, please notify by telephone (877-816-2600), or by electronic mail (lauraj@dollar-law.com) and promptly destroy the original transmission. Thank you for your assistance. NOTICE: The Missouri Bar and Missouri Supreme Court require all Missouri attorneys to notify e-mail recipients that e-mail is not a secure method of communication, that it may be copied and held by any computer through which it passes, and persons not participating in the communication may intercept the communication. Should you wish to discontinue this method of communication, please advise, and no further e-mail communication will be sent.

EXHIBIT 19

From: Michael Hartleib
Sent: Saturday, June 02, 2018 12:12 AM
To: 'Boren, Jill, DCA'
Cc: 'Brian J. Robbins'; James M. Ficaro ; 'George C. Aguilar' ; scott.musoff@skadden.com; jenness.parker@skadden.com; MARK.MCGRORY@ERISEIP.COM; perry.brandt@bryancave.com; sarah.holdmeyer@bryancave.com; jennifer.berhorst@bryancave.com; 'Tom Hershewe' ; Brett Stecker ; Robert Weiser
Subject: Judge Presses Lead Plaintiff in State Street Bank Lawsuit on Overbilling Questions | National Law Journal

Dear Ms. Boren, I thought the Honorable James Vano would find the link to the National Law Journal Article of interest. It is clear that the Plaintiff's Bar is rife with corruption, in both Class Action and Derivative cases. Much like the fraud Weiser et.al. committed in the "Ross-Williams" case, it appears to be standard operating procedure for many firms to submit millions in fraudulent fee requests upon the Court. This State Street case involves large well established firms and nearly 100 million in fees. At present, it appears Weiser et.al. has not been out done, as there is no mention of the unlicensed practice of law by a convicted felon using an alias.

I will be contacting the Special Master, and filing an Amicus Brief in the State Street case to inform them of the chicanery that has taken place in the "Ross-Williams" case. Although entirely unrelated, it presents a troubling pattern of fraud and corruption in these lawyer driven cases. I will be seeking public dissemination of the Special Master's report to show the breadth of corruption within the Plaintiffs Bar. The actions of Weiser et.al. and the Firms in the State Street case is the very definition of Racketeering, and warrants legislative reform.

<https://www.law.com/nationallawjournal/2018/05/31/judge-presses-lead-plaintiff-in-state-street-bank-lawsuit-on-overbilling-questions/>

Michael Hartleib 646-494-5901

EXHIBIT 20

From: Michael Hartleib
Sent: Friday, August 17, 2018 10:45 PM
To: Robert Weiser
Cc: Brett Stecker
Subject: Forthcoming hearing

Rob, will you be at the Witmer v Steven hearing on the 27th? I will do my best to attend. I am very familiar with Judge Carney? We can discuss my concerns with L.C, A 10 and several other companies in which I am a shareholder. It appears we will be forced to deal with each other for the foreseeable future. In hindsight, I should have avoided stocks, and invested more in real estate. Our interest were supposed to be aligned. Instead, I was attacked! If you have any questions, or wish to proffer an apology, you know how to reach me. That said, other action is eminent!

EXHIBIT 21

Case 1:18-cv-00317-TWT Document 37 Filed 03/15/18 Page 1 of 10

**IN THE DISTRICT COURT NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

GEORGE ASSAD, derivatively on behalf of
EQUIFAX, INC.,

Plaintiff,

-against-

RICHARD F. SMITH, JOHN W.
GAMBLE, JR., JOHN J. KELLY, III,
RODOLFO O. PLODER, JOSEPH M.
LOUGHRAN, III, ROBERT D. DELEO,
WALTER W. DRIVER, JR., MARK
L. FEIDLER, G. THOMAS HOUGH, L.
PHILLIP HUMANN, ROBERT D.
MARCUS, SIRI S. MARSHALL, JOHN A.
MCKINLEY, ELAN B. STOCK and
MARK B. TEMPLETON,

Defendants,

-and-

EQUIFAX, INC., a Georgia Corporation,

Nominal Defendant.

Case No.: 1:18-cv-00477-TWT

FILED IN CLERK'S OFFICE
U.S.D.C. - Atlanta

MAR 15 2018

JAMES N. HATTEN, Clerk

By:

[Signature] Deputy Clerk

**MICHAEL HARTLEIB, SHAREHOLDER AND CONCERNED CITIZEN,
MOTION FOR ACCEPTANCE OF AMICUS CURIAE BRIEF IN
OPPOSITION TO THE APPOINTMENT OF THE WEISER FIRM AS CO-
LEAD COUNSEL**

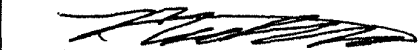
STATEMENT

Your Honor, Michael Hartleib respectfully seeks leave of the Court, allowing the filing of his Amicus Brief to inform the Court of troubling abuse of process by Weiser et.al. Details of which, are outlined in the Amicus Brief and exhibits. Whereby, providing information germane to the Courts appointment of Weiser et.al as co-lead Counsel. The Court must know of their chicanery in order to protect the public interest and shareholders of Equifax derivatively. It appears that Weiser et.al. failed to inform the Court of the ongoing Pennsylvania Bar investigation, and criminal charges against one of their attorney's. This not surprising considering their contemptuous actions before the Kansas Courts. Their candor or lack thereof should help the Court decide whether leave should be granted.

CONCLUSION

Your Honor, for all of the reasons set forth in the Amicus Brief, I hereby request the Court grant leave to file said brief, and reconsider the appointment of Weiser et.al. as co-lead Counsel.

Respectfully,



Michael Hartleib
(646) 494-5901
mjhartleib@gmail.com
27020 Alicia Parkway Suite G
Laguna Niguel, CA 92677

**IN THE DISTRICT COURT NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

GEORGE ASSAD, derivatively on behalf of
EQUIFAX, INC.,
Plaintiff,

Case No.: 1:18-cv-00477-TWT

-against-

RICHARD F. SMITH, JOHN W.
GAMBLE, JR., JOHN J. KELLY, III,
RODOLFO O. PLODER, JOSEPH M.
LOUGHRAN, III, ROBERT D. DELEO,
WALTER W. DRIVER, JR., MARK
L. FEIDLER, G. THOMAS HOUGH, L.
PHILLIP HUMANN, ROBERT D.
MARCUS, SIRI S. MARSHALL, JOHN A.
MCKINLEY, ELAN B. STOCK and
MARK B. TEMPLETON,

Defendants,

-and-

EQUIFAX, INC., a Georgia Corporation,

Nominal Defendant.

**AMICUS CURIAE BRIEF OF CONCERNED CITIZEN AND
SHAREHOLDER MICHAEL HARTLEIB IN OPPOSITION OF THE
APPOINTMENT OF THE WEISER FIRM AS CO-LEAD COUNSEL**

1
2
3 **STATEMENT**
4

5 Michael Hartleib respectfully submits the following in the public interest, and
6 preservation of jurisprudence as a whole.
7
8
9

10 **OVERVIEW**
11

12 Your Honor, it is with supreme concern that I inform this Court of troubling actions of
13 Weiser et.al, in the state of Kansas by way of a Derivative suit, captioned *Monica*
14 *Ross-Williams v. Robert Bennett et.al, (11-cv-01688) Appellate (17-117139-a)*. As a
15 shareholder of Sprint Nextel, with losses in excess of seven hundred thousand dollars, I
16 was forced to defend my interest by objecting to a proposed settlement in the
17 aforementioned case. I had to commence a crash course in Derivative litigation, and
18 partake in an eighteen-month battle, which continues today, awaiting an Appellate
19 Court ruling. The so-called reforms outlined in the settlement were illusory and
20 misdirected, as the nominal Defendant in which the case was brought no longer exists.
21 Sprint Nextel was acquired by Softbank. Weiser et.al lied, misleading the court to infer
22 jurisdiction it lacked. They filed the case against Sprint Nextel, a Kansas corporation,
23 but sought to impose reforms on Sprint, a newly formed Delaware corporation in
24 violation of their bylaws. They failed to file a change of party notice in an attempt to
25 confuse the Court and avoid challenges of standing, and subject matter jurisdiction.
26 They used an **unfit plaintiff** who had little or no involvement in the case. On March 6,
27 2017, I called Monica Ross-Williams, whereby it became painfully clear that she was
28 wholly uninformed. She was not aware of Judge Vano's scathing orders, or that an

1 appeal was filed on her behalf. (*See exhibit A, Orders from Judge Vano*) She was
2 unaware that Weiser et.al. committed perjury and admitted to billing fraud. Mr. Weiser
3 failed to provide his “client” with copies of letters sent to Judge Vano, and Appellate
4 Clerk Douglas Shima, admitting to fraud upon the Court. (*See exhibit B, Weiser letters*)
5 During the call, she continually referred to herself as the Defendant, until I informed
6 her that she was in fact the plaintiff. (*See exhibit C, declaration of Michael Hartleib*).
7

8 Your Honor, the actions by these so-called officers of the Court is truly
9 unconscionable. Weiser et.al. submitted over eight thousand hours in fraudulent
10 billing, seeking 4.5 million dollars in fees, 1.6 million of which submitted by a
11 criminal and disbarred attorney using his son’s name, Alexander as an alias. Mr.
12 Jeffrey Mark Silow has worked for the Weiser firm for over 10 years, billing millions
13 of dollars in illicit fees, in a multitude of cases across the country. Jeffrey Mark Silow
14 was convicted and disbarred in 1989 for insurance fraud, mail fraud, and forgery. Mr.
15 Silow was caught after forging a will, making himself the beneficiary of a million
16 dollar estate, stealing the inheritance from the rightful heirs. (*See exhibit D, WSJ*
17 *article*)
18

19 After providing information to the Class Action Fairness Center, Ted Frank
20 confronted the Weiser firm about Mr. Silow’s status. With a proverbial gun to his head,
21 Mr. Weiser attempts to exonerate his firm by claiming to be a victim of Mr. Silow’s
22 chicanery. In letters to the Court, Mr. Weiser states that he was unaware of Silow’s
23 disbarred status and criminal past. Weiser claims that he had no idea that Alexander
24 was not Silow’s real name. Clearly, this strategy was not well thought out. Attached to
25 the letters was a copy Mr. Silow’s resume from Abelson Legal Services, proving Mr.
26 Silow was presented as Jeffrey Mark, not Alexander at the time of hire. In addition, the
27 resume shows Mr. Silow as an attorney in the District Columbia, never Pennsylvania
28 as Weiser et.al. averred under penalty of perjury. In open Court, and through pleadings,

Case 1:18-cv-00317-TWT Document 37 Filed 03/15/18 Page 6 of 10

1 Weiser et.al makes more false statements, by claiming Mr. Silow was a securities
2 expert, who bills at \$350 dollars per hour. Mr. Stecker has made all appearances on
3 behalf of the Weiser firm; he has repeatedly perjured himself, found himself unable to
4 answer the most rudimentary of questions regarding his case. Frankly Your Honor, his
5 appearances were an utter embarrassment to the Plaintiff's Bar. During a six-hour
6 settlement hearing, Judge Vano expressed skepticism over the eight thousand hours
7 billed in the stayed case. He warned Weiser et.al. to take a careful look at their fee
8 request. Instead of heeding Judge Vano's advice, **plaintiff's counsel doubles down**,
9 filing perjurious declarations. In Mr. Silow's declaration he admonishes Judge Vano,
10 stating "how dare you question my hours, I have worked each and every one of these
11 hours, and have been an officer of the Court in good standing for over forty years,
12 without so-much as a disciplinary action." (See exhibit E, Silow declaration) This,
13 while knowing his status as a criminal and disbarred attorney.

14
15 Weiser et.al. would stop at nothing to protect their criminal enterprise, I was
16 subjected to vicious ad hominem attacks as I exposed their duplicitous acts and
17 conspiracies against the Court. Sadly, this is not an isolated incident; in fact, this is the
18 fourth case in which Weiser et.al has falsely purported to represent the interest of a
19 corporation in which I was a large shareholder, having lost hundreds of thousands of
20 dollars! These cases have been entirely lawyer driven, as this firm sees plaintiff's as a
21 **"necessary nuisance"**. They do not want an aggrieved party demanding tangible relief
22 on behalf of a company. At best, they seek a disinterested party who will not object to
23 a settlement providing nothing more than millions in attorney's fees. Fortunately, the
24 Honorable James Vano was not convinced by the Weiser firm's self-serving
25 arguments, or their desperate attempts proffering support for their fees. Judge Vano
26 ordered Weiser et.al. to submit their time-logs for an in-camera review. After six
27 months of careful deliberation, Judge Vano issued the first of two scathing orders,
28 wherein he excoriates Weiser et.al, finding that the time-logs submitted were not

1 credible, henceforth they were fraudulent! Although Judge Vano narrowly approved
2 the settlement, he slashed the 4.5-million-dollar fee request by ninety percent,
3 awarding a total of 450 thousand dollars in fees, and expenses. This was prior to the
4 Court's knowledge of Silow's criminal past and disbarred status.

5
6 Your Honor, it is unconscionable to think that after Judge Vano's highly critical
7 orders, that Weiser et.al. would not except the ruling, and quit while ahead, clearly
8 dodging a bullet. Instead, with hubris and utter contempt for the Court, they have the
9 temerity to ask Judge Vano for what is tantamount to a do-over, in the form of a
10 motion to Alter or Amend. (*See exhibit F, Objector's response to second Motion to*
11 *Alter or Amend*) They ask Judge Vano to remove all of the damaging statements of
12 fact, on the basis that it would "hurt" their reputations. They told Judge Vano that with
13 a few strokes of his pen he could fix everything, saving them untold amounts of
14 money, and countless hours of time trying to defend their contemptuous actions in the
15 case. Rightfully, they were concerned that the damaging orders would prejudice their
16 firm in other cases. They expressed concern, that the orders would be used to inform
17 other Courts of their Self-Dealing, Unclean Hands and Shameful Violations of Public
18 Trust. Wherefore, they confirm and acknowledge the gravity and consequence of their
19 subterfuge. (*See exhibit G, plaintiff's second Motion to Alter or Amend*). The Motion
20 led to the second scathing order by Judge Vano, wherein he is unconvinced by their
21 absurd requests, and reaffirms his opinion in the strongest of terms. Unbelievably,
22 blinded by greed, Weiser et.al. informs Judge Vano of their intent to appeal the fee
23 reduction. Despite being admonished by Judge Vano, and caught committing billing
24 fraud, Weiser et.al. was unrelenting in their zealous quest for reinstatement of four
25 million dollars in unwarranted fees. Truly reprehensible! During the settlement
26 hearing, Mr. Stecker repeatedly informed Judge Vano that the settlement was obtained
27 through "hard fought litigation". Mr. Stecker apparently considers the filing of a
28 piggyback derivative suit with valid claims, jettisoning said claims, staying the case

1 for years so that enough time passes to allow one to bill thousands of fraudulent hours,
2 and millions of dollars, "Hard Fought Litigation". Pretending to review millions of
3 documents from a Class Action, led by sister firm Robbins Geller, that facilitates no
4 additional discovery, not a single document request, or deposition over a seven year
5 period is certainly not tantamount to "hard fought" by my standards. Your Honor,
6 from what I have witnessed, it appears Weiser et.al. follows a different set of
7 standards, one that sets the bar at new lows. This perspective coming from a layperson
8 with no legal background. The only thing hard fought in this case, was the Weiser
9 firm's desperate attempt to unjustly enrich themselves by four million five hundred
10 thousand dollars, on the backs of those they falsely purport to represent.

11
12 Your Honor an appeal was filed where I ask the Court to remand and rescind the
13 case with directives for punitive sanctions, and a disgorgement order forcing the
14 return of the four hundred fifty-thousand-dollar fee award. I argue that, Monica Ross-
15 Williams, by way of her Counsel has unclean hands and therefore not entitled to
16 equitable relief from the Court. Although initially set for summary calendar, I was
17 able to compel the Appellate Court to grant oral argument. I attended the hearing on 2-
18 13-18, although Robert Weiser was admitted pro hac vice, he failed to attend the
19 hearing. The Weiser firm has retained counsel from an ethics and professional liability
20 firm, likely at the request of their insurer. One could surmise that his failure to appear
21 was on the advice of counsel. Chief Justice, Karen Arnold Burger informed those in
22 attendance that the Court found this case very interesting and would not be as strict
23 with enforcement of its time limits. Wherefore, the Court granted all in attendance
24 more than double the docketed time. Mr. Stecker appeared on behalf of Weiser et.al,
25 where he informed the Court that he had nothing to say, and that the firm stands on its
26 pleadings. The Court was quick to respond, making it clear that they had questions for
27 him regarding the criminal acts of Weiser et.al. Mr. Stecker faced a litany of cross-
28 examining questions from the Appellate Court Justices, whereas he was unable to

1 provide cogent answers to most. Despite Mr. Stecker's attempts to convince the Court
2 that Weiser et.al. was an unwitting victim of Mr. Silow, the Court appeared less than
3 convinced. Mr. Stecker informed the Court that the Pennsylvania Bar was about to
4 wrap up their investigation into the Weiser firm regarding the Sprint Nextel case, and
5 find no need for disciplinary action, at which time, Justice David E. Burns stated,
6 **"good to know counselor, this Court will be certain that the Pennsylvania Bar**
7 **gets a copy of its forthcoming order"**. During my fifteen-minute rebuttal, Chief
8 Justice Karen Arnold Burger stated, we concur that fraud was committed in this case
9 with regard to the billing.

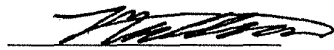
10
11 Your Honor, what I witnessed in this courtroom was worse than what transpired
12 before the Honorable James Vano, which led to the highly critical orders. By all
13 accounts, it was a train wreck of epic proportion for Weiser et.al. It is my belief that
14 this will be reflected in the forthcoming order, which the clerk says is expected within
15 the next thirty days!

16
17 Heretofore, whether Weiser et.al. knew of Mr. Silow's criminal past and
18 disbarred status, is immaterial. Judge Vano clearly states in his order that even a
19 cursory review of the time-logs would allow any reasonable person to ascertain that
20 they were not credible. This begs the question, what is going on at the Weiser firm?
21 Either they are completely corrupt, or entirely inept, whichever the case they are not
22 fit to act as lead on any representative suit. It is undisputed that the Weiser firm has
23 committed criminal acts upon the Kansas Court and a multitude of others across the
24 country.

CONCLUSION

Your Honor, given the forthcoming order from the Appellate Court, the duplicitous acts of Counsel, and active Bar investigation of the Weiser firm, I respectfully request acceptance of this brief as part of the record, and the reconsideration of the Weiser firm's appointment as lead Counsel in this case. I welcome the opportunity to appear before the Court and provide sworn testimony. I encourage the Court to demand the same of Mr. Weiser. I stand ready to provide any additional information the Court may seek.

Respectfully,



Michael Hartleib
20720 Alicia Parkway Suite, G
Laguna Niguel C.A. 92677
(646) 494-5901

EXHIBIT 22

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE EQUIFAX, INC.
DERIVATIVE LITIGATION

This Document Relates To:

ALL ACTIONS.

Lead Case No.: 1:18-cv-00317-TWT

(Consolidated with Nos.: 1:18-cv-00477-TWT
and 1:18-cv-00577-TWT)

(Consolidated Derivative Action)

Judge Thomas W. Thrash, Jr.

**OPPOSITION TO MICHAEL HARTLEIB’S MOTION FOR LEAVE TO
FILE AMICUS CURIAE BRIEF**

Plaintiff George Assad and his undersigned counsel, The Weiser Law Firm, P.C. (the “Weiser Firm”), respectfully submit this opposition to the Motion for Leave to Amicus Curiae Brief (the “Motion”) filed on March 16, 2018 by non-party Michael Hartleib (“Hartleib”). As discussed herein, Hartleib’s Motion should be denied and he should not be invited to participate in this shareholder derivative action (the “Action”) because, *inter alia*: (a) Hartleib submits his proposed *amicus* filing not as a true, disinterested “friend of the court” or even as a shareholder of Equifax, Inc. (“Equifax”), but purely in an adversarial capacity in his continuing and openly hostile effort to harass and disturb the Weiser Firm, its clients, and other law firms with whom the Weiser Firm works; and (b) the

substance of Hartleib’s proposed *amicus* filing, which is replete with falsehoods and malicious, prejudicial attacks, has no bearing on this Action and will not assist the Court in fairly, accurately, and efficiently ruling in this Action.¹

A. APPLICABLE STANDARDS FOR PROPOSED *AMICUS* FILINGS

“Whether to permit a nonparty to submit a brief, as *amicus curiae*, is, with immaterial exceptions, a matter of judicial grace.” *Nat’l Org. for Women, Inc. v. Scheidler*, 223 F.3d 615, 616 (7th Cir. 2000). “Historically, *amicus curiae* is an *impartial individual* who suggests the interpretation and status of the law, gives information concerning it, and advises the Court in order that justice may be done, rather than to advocate a point of view so that a cause may be won by one party or another.” *WildEarth Guardians*, 2012 WL 10028647 at *2. Where, as here, a proposed *amicus* submission comes from an individual with a partisan view, rather than an impartial one, the motion for leave to file an *amicus* brief should be denied,

¹ Moreover, all movants for lead or co-lead plaintiff in this derivative Action and their respective counsel are more than capable of advocating for their positions without Hartleib’s involvement or assistance, and Hartleib does not, and cannot, argue otherwise. *See, e.g., Hughes v. White*, 388 F. Supp. 2d 805, n.3 (S.D. Ohio 2005) (motion for leave to file *amicus* brief denied where movant had not argued or demonstrated that counsel did not adequately represent their clients’ interests); *WildEarth Guardians v. Lane*, No. CIV 12-118 LFG/KBM, 2012 WL 10028647, at *4 (D.N.M. June 20, 2012) (denying motion for leave to file *amicus* brief and noting that “counsel of the parties...are fully capable of representing their positions without the assistance of an *amicus*...[t]his is not a situation where a party is not represented competently or not represented at all.”).

because in such a scenario that individual is not acting as a “friend of the Court.” *Leigh v. Engle*, 535 F. Supp. 418, 420 (N.D. Ill. 1982); *see also United States v. Bd. of Cty. Commissioners of the Cty. of Otero*, 184 F. Supp. 3d 1097, 1115 (D.N.M. 2015) (listing the first factor for courts to weigh in whether to accept an *amicus* brief as “whether the proposed *amicus* is a disinterested entity”); *WildEarth Guardians*, 2012 WL 10028647, at *4 (denying motion for leave to participate as *amicus curiae* and noting that movant “Sierra Club is not a disinterested entity”).

Indeed, “[c]ourts generally permit *amicus* briefs only where the brief could provide helpful analysis of the law, and the proposed *amicus* has a special interest in the subject matter of the suit, or existing counsel is in need of assistance.” *Sierra Club v. Virginia Elec. and Power Co.*, No. 2:15CV112, 2016 WL 5349081, at *2 (E.D. Va. Feb. 4, 2016) (internal quotations omitted).² Otherwise, leave to file an *amicus* brief should be denied. *Ryan v. Commodity Futures Trading Comm’n*, 125 F.3d 1062, 1063 (7th Cir. 1997). The reasons for the policy of denying or limiting *amicus* submissions, as described by Judge Posner, include that

² It is well-settled that *amicus* submissions are only supposed to provide the Court with helpful, impartial analysis on issues of *law* – they are not supposed to present a partisan account of purported *facts*. *See, e.g., New England Patriots Football Club, Inc. v. Univ. of Colorado*, 592 F.2d 1196, 1198 (1st Cir. 1979); *Strasser v. Dooley*, 432 F.2d 567, 569 (1st Cir. 1970). Suffice it to say, an *amicus* submission should not focus on attacks on a party’s counsel on matters unrelated to the Action.

courts have heavy caseloads and, therefore, need to minimize extraneous filings; that time and other resources required for preparation and study of, and response to, *amicus* briefs drive up the cost of litigation; and that proposed filings of *amicus* briefs are frequently attempts by non-parties to inject their own partisan views into litigation matters. *Voices for Choice v. Ill. Bell Tel. Co.*, 339 F.3d 542, 544 (7th Cir. 2003). That is precisely the circumstance presented by Hartleib in this Action.

B. HARTLEIB’S MOTION SHOULD BE DENIED

The term “*amicus curiae*” is old Latin which literally means “a friend of the court,” but Hartleib is no “friend” of this Court and is certainly not acting as one. Instead, he acts now purely as an adversary to the Weiser Firm and its clients. Hartleib’s vicious and false attacks on the Weiser Firm, submitted to the Court under the guise of a proposed *amicus* filing without notice to or the consent of any of the parties to this Action, are merely Hartleib’s latest efforts in his multi-year campaign to harass the Weiser Firm and exact retribution against the Weiser Firm for its refusal to pay Hartleib’s extortive requests for money in connection with an unrelated shareholder derivative action. Hartleib is attempting to use his purported *amicus* filing in this Action as a weapon against the Weiser Firm and its clients, and this Court should not permit Hartleib’s brazen abuse of the *amicus* mechanism to the partisan detriment of plaintiffs in this Action.

The proposed *amicus* filing before this Court can only be viewed in the context of Hartleib's unique relationship and history with the Weiser Firm, and when viewed in that context, it is obvious that Hartleib is anything but "impartial." In 2009, the Weiser Firm first came into contact with Hartleib and briefly considered representing Hartleib in connection with a shareholder derivative action to be brought on behalf of the company then known as Sprint Nextel Corp. ("Sprint") arising from Sprint's merger with Nextel Corp. The Weiser Firm ultimately elected not to represent Hartleib in connection with that matter, however, because Hartleib intimated his intention to receive material compensation for his role as a derivative plaintiff. *See* Declaration of Robert B. Weiser ("Weiser Decl.") filed herewith at ¶¶5-8, Ex. A.³ The Weiser Firm would not then, and will not now, ever agree to any such improper and unethical financial proposal from a derivative client.

The Weiser Firm would later go on to represent another Sprint shareholder in connection with that derivative action and would coordinate its efforts and collaborate with several other law firms and their clients in that case. After several years, the Sprint derivative litigation was settled for a comprehensive set of corporate governance reforms for the benefit of Sprint, negotiated with the

³ In addition, the Weiser Firm was concerned that Hartleib suffered from a conflict of interest in pursuing the derivative litigation. *Id.* at ¶¶5-8.

assistance of The Honorable Layn Phillips, a former U.S. District Court judge acting as neutral mediator. Hartleib objected to the settlement, allegedly because he did not believe the settlement was in the best interests of Sprint, but made his true intentions clear by contacting the managing partner of the Weiser Firm days prior to the May 26, 2016 settlement hearing before the trial court and offering to withdraw his objection if the Weiser Firm was willing to enter into a lucrative “consulting agreement” with Hartleib. Weiser Decl. at ¶10. Of course, the Weiser Firm rejected Hartleib’s improper and outrageous overture, just as years earlier it had refused to represent Hartleib as a derivative plaintiff in light of his improper demands for compensation. *Id.* Although the agreed-to, mediated fee for plaintiffs’ counsel was ultimately reduced by the trial court in Sprint case, the settlement was eventually approved over Hartleib’s objection, and Hartleib has appealed both that decision and the trial court’s denial of Hartleib’s application for financial compensation to the Kansas Court of Appeals.

Hartleib’s proposed *amicus* filing in no way informs any issue before the Court in this Action and should not be permitted on the docket. Hartleib is not an “impartial individual” suggesting the proper interpretation of any law, but rather a serial harasser of the Weiser Firm and its clients. In March 2017, the Weiser Firm sought and obtained a protective order from the Kansas Court of Appeals in order

to stop Hartleib’s vexatious and threatening phone calls and e-mails to its client in the Sprint derivative action in violation of the Kansas Rules of Professional Conduct. *See* Weiser Decl. at Ex. B. Notably, the Weiser Firm was forced to take this drastic step and obtain the protective order for its client in the Sprint derivative litigation because even after the Weiser Firm’s client and the Weiser Firm directed Hartleib to cease and desist, Hartleib expressly refused to do so. *Id.* at Ex. C. The Protective Order was granted on March 30, 2017. *Id.* at Ex. D.

Hartleib has no interest in being a “friend of the Court” – but he seemingly has limitless interest in trying to antagonize and harm the Weiser Firm. Because Hartleib’s “proffer comes from an individual with a partisan, rather than impartial view, the motion for leave to file an *amicus* brief is to be denied, in keeping with the principle that an *amicus* must be a friend of the court and not a friend of a party to the cause.” *Leigh*, 535 F. Supp. at 420; *see also Bd. of Cty. Commissioners of the Cty. of Otero*, 184 F. Supp. at 1115 (listing the first factor for courts to weigh in whether to accept an *amicus* brief as “whether the proposed *amicus* is a disinterested entity”).

Further, as if his open hostility to the Weiser Firm and its clients were not enough to disqualify Hartleib’s proposed *amicus* brief, the contents of his brief have no “necessary bearing on this case [and] do not assist the Court in fairly,

accurately, and efficiently resolving this matter.” *Sierra Club*, 2016 WL 5349081 at *3; *Hughes*, 388 F. Supp. 2d at 805, n.3 (denying motion for leave to file *amicus* brief where proposed brief attempted to introduce irrelevant “facts” into the record). The brief only includes Hartleib’s warped recitation of purported “facts” about the Weiser Firm and contains no legal analysis whatsoever as to any issue before the Court in this Action. *See, e.g., New England Patriots Football Club*, 592 F.2d at 1198 (“While *amici* properly may provide assistance to the court on a legal question or present their view of a legal issue, they cannot properly present a partisan view of the facts.”); *Strasser*, 432 F.2d at 569 (“An *amicus* who argues facts should rarely be welcomed.”). Therefore, the proposed *amicus* brief must not be considered.

As to Hartleib’s twisted account of the “facts,” while the Weiser Firm will not address every fabricated quotation or outright lie in Hartleib’s proposed *amicus* brief here,⁴ the Court should be aware of certain facts pertaining to Jeffrey M. Silow, who was employed on several occasions by the Weiser Firm as a contract attorney through a legal search and placement firm, Abelson Legal Search, to perform document review work. Weiser Decl. at ¶16. In February 2017, the

⁴ Should the Court grant the Motion – which it should not – the Weiser Firm reserves all rights with respect to a substantive response thereto.

Weiser Firm was notified that Mr. Silow had been disbarred nearly twenty years ago and was using a fake bar identification number while holding himself out as being a member in good standing of the bars of the Commonwealth of Pennsylvania and the District of Columbia.⁵ *Id.* at ¶17. The legal recruiting service was responsible for vetting the credentials of attorneys it placed and falsely held out Mr. Silow as a licensed attorney in good standing to the Weiser Firm. *Id.* at ¶16.

After learning of this deceit, the Weiser Firm immediately: (1) severed all ties with the independent contractor Mr. Silow; (2) notified the judge in every action where Mr. Silow's hours were reported as part of a lodestar calculation as being "attorney time"; (3) self-reported the incident to the Disciplinary Board of the Supreme Court of Pennsylvania; (4) notified the Montgomery County, Pennsylvania District Attorney and pressed criminal charges against Mr. Silow; and (5) instituted a civil action against Mr. Silow and Abelson Legal Search, which is currently pending in the Pennsylvania Court of Common Pleas for Chester County. *Id.* at ¶18. Since then, Mr. Silow has pled guilty to three criminal counts

⁵ Mr. Silow would represent himself to be his son, Alexander L. Silow, an actual member in good standing of the Pennsylvania bar. *Id.* at ¶19.

in Pennsylvania⁶ and the Weiser Firm is unaware of any ongoing investigation by the Disciplinary Board of the Supreme Court of Pennsylvania regarding the Weiser Firm or any of its attorneys. *Id.* at ¶¶20, 22.

Hartleib's very use of the Silow scenario in his proposed *amicus* submission for this Action and his conclusory mischaracterizations thereof, by maliciously presuming the Weiser Firm's knowledge of Mr. Silow's disbarred status and false affidavit to the Court, definitively demonstrates Hartleib's lack of actual interest in the subject matter of the Action and his animus to the Weiser Firm. Hartleib is seeking to extend his malicious campaign against the Weiser Firm from the Sprint derivative action to this Action, where the focus should be on the aggressive prosecution of the rights of Equifax.⁷ The issues raised by the Motion and the proposed *amicus* submission, apart from being demonstrably false, have no relevance to this Action and the Weiser Firm respectfully requests that the Motion be denied.

⁶ On December 19, 2017, Mr. Silow pled guilty to the following charges: Unauthorized Practice of Law (42 Pa.C.S. §2524), Unsworn Falsification to Authorities (18 Pa.C.S. §4904(b)) and Securing Execution of Documents by Deception (18 Pa.C.S. §4114). *Id.* at ¶20.

⁷ While Hartleib vaguely describes himself in the Motion as a "shareholder," he conspicuously never refers to himself as a shareholder of Equifax, nor has he offered any proof that he is a current Equifax stockholder.

Dated: March 22, 2018

THE WEISER LAW FIRM, P.C.

s/ Brett D. Stecker

Brett D. Stecker

Robert B. Weiser

James M. Ficaró

22 Cassatt Avenue

Berwyn, PA 19312

Telephone: (610) 225-2677

Facsimile: (610) 408-8062

bds@weiserlawfirm.com

rw@weiserlawfirm.com

jmf@weiserlawfirm.com

Counsel for Plaintiff George Assad

RULE 7.1(D) CERTIFICATION

The undersigned counsel certifies that this document has been prepared with one of the font and point selections approved by the Court in Local Rule 5.1(C).

Dated: March 22, 2018

/s/ Brett D. Stecker

Brett D. Stecker (admitted *pro hac vice*)

THE WEISER LAW FIRM, P.C.

22 Cassatt Avenue

Berwyn, PA 19312

Telephone: (610) 225-2677

Facsimile: (610) 408-8062

bds@weiserlawfirm.com

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of March 2018 I electronically filed the above and foregoing with the Clerk of the Court using the CM/ECF system, which will automatically send email notification of such filing to all attorneys of record.

/s/ Brett D. Stecker

Brett D. Stecker (admitted *pro hac vice*)

THE WEISER LAW FIRM, P.C.

22 Cassatt Avenue

Berwyn, PA 19312

Telephone: (610) 225-2677

Facsimile: (610) 408-8062

bds@weiserlawfirm.com

EXHIBIT 23

From: Michael Hartleib
Sent: Thursday, March 22, 2018 11:41 PM
To: James M. Ficaro
Cc: michaelhartleib@cox.net; Robert Weiser
Subject: Re: Response to Motion

James, much appreciated, I received these filings several hours ago! Let Rob know he is making a catastrophic mistake!

Sent from my iPhone

On Mar 22, 2018, at 8:20 PM, James Ficaro <jmf@weiserlawfirm.com> wrote:

Mr. Hartleib, attached please find the filing made in the Equifax action today.

Regards,

Jimmy Ficaro
The Weiser Law Firm, P.C.
office: 610.225.0206 | fax: 610.408.8062
22 Cassatt Avenue | Berwyn, PA 19312

EXHIBIT 24

From: Michael Hartleib
Sent: Thursday, April 05, 2018 4:02 AM
To: Robert Weiser ; Brett Stecker ; James M. Ficaro
Cc: mihartlieb@gmail.com
Subject: Order

Just got home and wanted to make sure that you have this! Good to finally meet you Rob! Like I said, none of this was necessary!

http://assets2.pacermonitor.com/filings/IN_RE_EQUIFAX_INC_DERIVATIVE_LITIGATION/IN_RE_EQUIFAX_INC_DERIVATIVE_LITIGATION_gandce-18-00317_0053.0.pdf?X-Amz-Security-Token=FQoDYXdzEHAaDHNpyxtZ9eaCSNpv5SK3A4XhVthj018cuDu654%2FExY4%2Fg9ZaCeCBYPPG7i29uIPAYPVOvhytRb5DJeJniWPr81PBldOSLqrsMlpJigowrxGSLsFTbjSPqy0ZVhh3dtTJAWhUS%2FUutbLI18hwSszkR6YA35WMA4AfBS9e8711qPujeJwAugTteBi35v4BZW3Jm3CXcZ8w%2BjDjOCTPVoizOvgWuh4qvMkM%2BcwmH1%2Fk1AKAPOMd%2BhAO6OfXrhMvLPe2JfRxVZRvvyg8DzEEKL%2BAOihPTQZ1TINcxSnF5vAUZHe3WNmJt1yVldIDu%2Bp60jpxLlq8oJnT9YWkBXqAliiONs45wrPt37Ng3gyZruDxrLM7MW7TgZC%2BqtKCMrYpmyxx6m0GpKNPXoOaW0wYf7U2sIUwfc1vKtqgoHCFd6lIK%2FQtdI%2BGy7LPpjRbagA%2BEo84Xm1jQdKnMJFk59tugZptTcF57DPdfkR6uYR8KDOK9EmDuSzoc%2BguoKj3HGGGJgramak%2FXjfaMaKd8WpGN0ltvpQcMGKwCVz6l46lxHoFO0fEqwasa58VWYafSAOI1il9CHL9HY4MpxFHbS6FkVmcy%2B9kZBXOuoorJKX1gU%3D&X-Amz-Algorithm=AWS4-HMAC-SHA256&X-Amz-Date=20180405T075451Z&X-Amz-SignedHeaders=host&X-Amz-Expires=600&X-Amz-Credential=ASIAJDQHBFWORVMWGWGA%2F20180405%2Fus-east-1%2Fs3%2Faws4_request&X-Amz-Signature=0f99bf3d5f9b1d5cc8952757237f74f7b8d33ff650f0845aa10a8ddcd6c5c7c5

Sent from my iPhone

EXHIBIT 25

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 1 of 13 PAGEID #: 3725

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**IN RE BIG LOTS, INC.
SHAREHOLDER LITIGATION**

Case No. 2:12-cv-445

Judge Michael H. Watson

Magistrate Judge Jolson

OPINION AND ORDER

Louisiana Municipal Police Employees' Retirement System ("LAMPERS") and City of Atlanta Firefighters' Pension Fund ("Atlanta Firefighters," and together with LAMPERS, "Lead Plaintiffs"), plaintiff Lorene Lamb ("Lamb," and together with LAMPERS and Atlanta Firefighters, the "Consolidated Plaintiffs"), and additional plaintiff Alan Brosz ("Brosz," and together with the Consolidated Plaintiffs, "Plaintiffs") move for an order granting final approval of a derivative litigation settlement ("Settlement")¹ with Defendants Jeffrey Paul Berger, Steven S. Fishman, David T. Kollat, Brenda J. Lauderback, Philip E. Mallot, Russell Solt, Dennis B. Tishkoff, Joe R. Cooper, Charles W. Haubiel II, Timothy A. Johnson, Robert Craig Claxton, John Charles Martin, Norman J. Rankin, Paul Alan Schroeder, Robert Samuel Segal, and Steven Ray Smart (the "Individual Defendants"), and nominal defendant Big Lots, Inc. ("Big Lots" or the "Company," and together with the Individual Defendants, the "Defendants"),

¹ The Settlement is memorialized between the parties in a Stipulation and Agreement of Settlement dated December 14, 2017. ECF No. 116-1.

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 2 of 13 PAGEID #: 3726

acting through its Special Litigation Committee (“SLC”). ECF No. 121. Plaintiffs also move for an award of attorney’s fees and expenses. ECF No. 122. Both motions are unopposed. For the following reasons, Plaintiffs’ motions are **GRANTED**.

I. BACKGROUND

The background of this case is laid out in great detail in the unopposed motion for final approval, ECF No. 121, and does not need to be repeated in-depth in this Opinion except as necessary to analyze the reasonableness of the Settlement. As an initial overview, it suffices to say that Plaintiffs’ only remaining claim against Defendants is for corporate waste by some of Big Lots’ current and former officers and directors in connection with an alleged insider selling scheme and stock repurchase plan. After multiple lawsuits were filed, protracted discovery, rulings on some dispositive motions, and multiple rounds of mediation, the parties agreed on the Settlement. On April 6, 2018, the Court preliminarily approved the Settlement. ECF No. 120. On July 26, 2018, the Court held a fairness hearing. The Court now considers whether final approval of the Settlement is warranted.

A. The Proposed Settlement

The Settlement consists of two primary components: monetary relief and corporate governance reforms. First, Defendants have agreed that Big Lots’ directors’ and officers’ insurance carriers will pay Big Lots \$3.5 million. According to Plaintiffs’ counsel, this payment represents a substantial percentage

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 3 of 13 PAGEID #: 3727

of the potential damages, which were estimated to be between \$8.2 million and \$9.8 million. Joint Decl. ¶ 49, ECF No. 123. This money will be used to pay Plaintiffs' counsel's legal fees and expenses in this action as well as a portion of the settlement in a separate class action lawsuit (the "Willis Class Action").

Second, the parties have agreed that Big Lots will implement the following corporate governance reforms:

- Strengthening the Company's Insider Trading Policy, including implementing enhanced recordkeeping requirements for pre-clearance requests and a requirement that the General Counsel reports to the Nominating/Corporate Governance Committee on a semiannual basis about the Company's trading compliance program and related topics;
- Continuing to maintain a claw back policy that empowers the Compensation Committee of the Board of Directors to seek recovery of any excessive incentive-based compensation paid to any employee whose misconduct is found to have contributed to the Company's having to prepare an adverse accounting restatement;
- Engaging an outside consultant to provide continuing education to the Board of Directors on corporate governance topics including insider trading and securities laws;
- Enhancing the Company's Whistleblower Hotline procedures, including requiring the Audit Committee to receive and memorialize a report concerning any whistleblower complaint and follow-up action taken related to insider trading; and
- Amend the Company's Corporate Governance Guidelines requiring all directors to attend the Company's annual shareholder meeting in person.

B. Notice

Big Lots submitted the affidavit of Robert W. Trafford ("Trafford"), one of the attorneys for the SLC. ECF No. 126. Trafford avers that Big Lots has complied with the notice provisions of the Preliminary Approval Order by

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 4 of 13 PAGEID #: 3728

- (a) Posting the Notice of Pendency and Proposed Settlement of Stockholder Derivative Litigation (the “Notice”) and the Stipulation and Agreement of Settlement (“Stipulation”) on its corporate website on April 13, 2018, where they have remained continuously since that date; and
- (b) Filing the Stipulation and Notice as a Current Report on Form 8-K with the United States Securities and Exchange Commission on April 12, 2018 and posting the Form 8-K on its corporate website on April 13, 2018 where it has remained continuously since that date.

Id. at 1–2. The Court finds that there was sufficient notice provided to shareholders pursuant to Federal Rule of Civil Procedure 23.1.

II. APPROVAL OF THE PROPOSED SETTLEMENT

This derivative action may only be settled with the Court’s approval. Fed. R. Civ. P. 23.1(c). The Court “enjoys wide discretion in evaluating the settlement of derivative actions under Rule 23.1.” *McDannold v. Star Bank, N.A.*, 261 F.3d 478, 488 (6th Cir. 2001) (citing *Granada Invs., Inc. v. DWG Corp.*, 962 F.2d 1203, 1205–06 (6th Cir. 1992)). “Settlements are welcome” in derivative actions and, “[a]bsent evidence of fraud or collusion, such settlements are not to be trifled with.” *Granada*, 962 F.2d at 1205 (citations omitted). Relevant factors in evaluating the settlement “include the likelihood of success on the merits, the risk associated with the expense and complexity of litigation, and the objections raised by class members.” *Id.* This Court has, on at least one occasion, also considered the other Rule 23(e) factors in determining whether a derivative action settlement should be approved. *McDannold v. Star Bank, N.A.*, No. C-1-94-002, 1999 U.S. Dist. LEXIS 22158, at *13 (S.D. Ohio June 2, 1999) (also

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 5 of 13 PAGEID #: 3729

considering the amount of discovery conducted, whether the settlement was the result of an arms-length negotiation as opposed to fraud or collusion, and the opinion of counsel representing the parties), *vacated on other grounds*, 261 F.3d 478 (6th Cir. 2001). Based on all of these factors, the Court determines that the Settlement is fair, reasonable, and adequate.

A. Likelihood of Success on the Merits

“The most important of the factors to be considered in reviewing a settlement is the probability of success on the merits. The likelihood of success, in turn, provides a gauge from which the benefits of the settlement must be measured.” *Poplar Creek Dev. Co. v. Chesapeake Appalachia, L.L.C.*, 636 F.3d 235, 245 (6th Cir. 2011) (quoting *In re Gen. Tire & Rubber Co. Sec. Litig.*, 726 F.2d 1075, 1086 (6th Cir. 1984)).

Both in the motion for final approval and at the fairness hearing, Plaintiffs asserted that they faced significant risks to successfully prosecuting their claims, including defeating the SLC’s motion to dismiss and demonstrating Defendants’ bad faith breaches of duty and resulting corporate waste. Mot. 21, ECF No. 121. Defendants assert in their motion to dismiss that the SLC’s determination that it was not in Big Lots’ best interest to pursue a corporate waste claim is entitled to great deference. Mot. to Dismiss 20, ECF No. 100. Plaintiffs go so far as to state in their motion for final approval that their corporate waste claim “would have been exceptionally difficult to prove.” Mot. 18, ECF No. 121. Defendants were already successful on some dispositive motions in this case and had

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 6 of 13 PAGEID #: 3730

winnowed down the claims brought to only corporate waste. The likelihood of success for Plaintiffs was far from assured. Thus, this factor weighs in favor of approval of the Settlement.

B. Complexity, Expense, and Likely Duration of the Litigation

As the Sixth Circuit has noted, derivative actions are “notoriously difficult and unpredictable.” *Granada*, 962 F.2d at 1205 (quoting *Maier v. Zapata Corp.*, 714 F.2d 436, 455 (5th Cir. 1983)). “[A]voiding the delay, risks, and costs of continued litigation against a defendant is a valid reason for counsel to recommend and for the court to approve a settlement.” *In re Nationwide Fin. Servs. Litig.*, No. 2:08-cv-249, 2009 U.S. Dist. LEXIS 126962, at *10 (S.D. Ohio Aug. 18, 2009).

This litigation has already lasted several years. Absent settlement, continued litigation of this case would likely take more than a year and result in the parties incurring significant expense. There is a pending motion to dismiss, which would likely be followed by motions for summary judgment, expert discovery and *Daubert* motions, and a complex trial. Additionally, the parties are represented by very sophisticated counsel that would undoubtedly vigorously prosecute and defend the claims in this case. This supports settlement.

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 7 of 13 PAGEID #: 3731

C. Objections Raised by Shareholders

After having provided sufficient notice, no shareholder objected to the settlement. This is strong evidence that shareholders believed the settlement to be fair, reasonable, and adequate.

D. The Amount of Discovery Engaged in By the Parties

To confirm that Plaintiffs “have had access to sufficient information to evaluate their case and to assess the adequacy of the proposed Settlement,” the Court considers the amount of discovery engaged in by the parties. *In re Broadwing, Inc. ERISA Litig.*, 252 F.R.D. 369, 374 (S.D. Ohio 2006). “In considering whether there has been sufficient discovery to permit the plaintiffs to make an informed evaluation of the merits of a possible settlement, the court should take account not only of court-refereed discovery but also informal discovery in which parties engaged both before and after litigation commenced.” *UAW v. Gen’l Motors Corp.*, No. 05-CV-73991-DT, 2006 WL 891151, at *19 (E.D. Mich. Mar. 31, 2006). In this consideration, “the absence of formal discovery is not unusual or problematic, so long as the parties and the court have adequate information in order to evaluate the relative positions of the parties.” *Id.*

The document production in this case totaled nearly 1,000,000 pages of documents. Mot. 17, ECF No. 121. The discovery process was hard fought at times, requiring multiple meetings between the parties and court resolution of some of the disputes. There has been no indication that Plaintiffs lacked

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 8 of 13 PAGEID #: 3732

information necessary to assess the strength of their case, which supports approval of the Settlement.

E. Arm's-Length Negotiation

The Court finds that there is no evidence—or even a suggestion—that the settlement was the product of fraud or collusion. See *IUE-CWA v. Gen. Motors Corp.*, 238 F.R.D. 583, 598 (E.D. Mich. 2006) (“Courts presume the absence of fraud or collusion unless there is evidence to the contrary.”). The Settlement is the result of arm's-length, well-researched, and protracted negotiations that took place over the course of multiple years and involved at least two different mediation sessions with Robert A. Meyer, Esq., an experienced mediator. This favors approval of the Settlement.

F. The Opinion of Counsel

The Court gives significant weight to the opinions of Plaintiffs' counsel, who have indicated that the Settlement is fair, reasonable, and adequate. See, e.g., *Williams v. Vukovich*, 720 F.2d 909, 922–23 (6th Cir. 1983) (“The court should defer to the judgment of experienced counsel who has competently evaluated the strength of his proofs [T]he deference afforded counsel should correspond to the amount of discovery completed and the character of the evidence uncovered.”). The SLC's counsel has also expressed the opinion that the Settlement benefits the Company. See Joint Decl. ¶ 55, ECF No. 123.

In this case, Class Counsel have extensive experience in complex shareholder derivative and class action litigation and corporate matters. See

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 9 of 13 PAGEID #: 3733

generally ECF Nos. 123–25 (providing years of experience and background of counsel). After significant discovery and protracted arm’s-length negotiations, the parties reached the Settlement. Equipped with extensive experience, counsel have concluded that the Settlement is a good result for Plaintiffs and the Company. The Court therefore finds that this factor favors approval of the Settlement.

After considering the relevant factors, the Court **APPROVES** the Settlement.

III. ATTORNEY’S FEES AND COSTS

A. Attorney’s Fees

Plaintiffs’ counsel has moved for an award of attorney’s fees and costs. ECF No. 122. Defendants do not oppose the motion. In order to assess the reasonableness of the fee request, the Court first determines the method Plaintiffs’ counsel used to calculate the fee. In this case, Plaintiffs are seeking a percentage of the fund award. Specifically, Plaintiffs’ counsel seeks \$1.25 million in fees, which represents 35.7% of the \$3.5 million monetary settlement. Fee Mot. 8, ECF No. 122.

Next, the Court must analyze the factors laid out in *Ramey v. Cincinnati Enquirer, Inc.*, which include:

- 1) the value of the benefit rendered to the corporation or its stockholders,
- 2) society’s stake in rewarding attorneys who produce such benefits in order to maintain an incentive to others,
- 3) whether the services were undertaken on a contingent fee basis,
- 4) the value of the services on an hourly basis,
- 5) the

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 10 of 13 PAGEID #: 3734

complexity of the litigation, and 6) the professional skill and standing of counsel involved on both sides.

508 F.2d 1188, 1196 (6th Cir. 1974). Each of these factors favors approval of the requested attorney fee award.

First, the Court finds that the Settlement confers a substantial benefit on Plaintiffs. As discussed above, the \$3.5 million payment represents a substantial percentage of the potential recovery in this case. Furthermore, as described both in the motion for final approval of the Settlement and at the fairness hearing, the corporate governance reforms that are included in the Settlement will be meaningful in preventing any future misconduct by Big Lots' officers and directors.

Second, society's stake in rewarding attorneys who produce such benefits supports an award of the requested attorney's fees. It is certainly in society's interest to have fiduciary laws and regulations enforced. If experienced counsel, such as the attorneys who represented Plaintiffs here, were unwilling to take on derivative action lawsuits for fear of not being compensated, it would be more difficult to enforce accountability for officers and directors.

Third, Plaintiffs' counsel agreed to undertake this case on a wholly contingent basis. See Fee Mot. 18, ECF No. 122. In doing so, Plaintiffs' counsel assumed a real risk by expending time, effort, and money over a period of approximately six years with no guarantee of recovery. This factor weighs in favor of approving the requested fee award.

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 11 of 13 PAGEID #: 3735

The Court next considers whether the fourth factor, the value of the services on an hourly basis, favors the proposed fee award. A cross-check using Plaintiffs' counsel's lodestar weighs in favor of granting the requested fee award. Plaintiffs' counsel has provided evidence that they devoted 6,016.06 hours to this case and incurred a total lodestar of \$2,843,323.50. Joint Decl. ¶ 60, ECF No. 123. The Court has reviewed the declarations of Plaintiffs' counsel and finds the blended rate charged and hours incurred to be reasonable based on the location and experience of counsel.² Therefore, the requested lodestar multiplier with respect to fees is approximately 0.44. In other words, Plaintiffs' counsel is taking a substantial discount on their fees as a result of the contingent fee nature of their representation, which strongly supports approval. See *Kritzer v. Safelite Sol/s., LLC*, No. 2:10-cv-0729, 2012 WL 1945144, at *10 (S.D. Ohio May 30, 2012) ("As for the value of the services rendered on an hourly basis, this factor

² On August 24, 2018, well after the time to object and the fairness hearing took place, the Court received an email from Michael Hartlieb ("Hartlieb"), a shareholder who had an interest in a different case involving The Weiser Law Firm, P.C. ("Weiser"). In his email, Hartlieb raised concerns over Weiser's billing practices in this prior case and stated that he wanted to inform the Court so that it could scrutinize the fee request in this case. Hartlieb does not indicate that he is a shareholder in Big Lots or otherwise an interested party in this case. Furthermore, the Court always scrutinizes the billing records of plaintiffs' counsel before approving fee awards. Nevertheless, out of an abundance of caution, the Court re-reviewed Weiser's billing entries in this case and sees no similarities to the billing issues that may have occurred in the case involving Hartlieb. The Court held a teleconference with the parties on August 24, 2018, on which James Ficaro, one of the attorneys from Weiser, was afforded the opportunity to respond to Hartlieb's email. The Court is fully satisfied that the hours billed by Weiser were reasonable in this case.

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 12 of 13 PAGEID #: 3736

strongly favors the fee requested The amount of fees requested . . . is less than what the fee would be under a lodestar calculation.”).

The remaining two factors, the complexity of the litigation and the professional skill and standing of the attorneys involved, has been discussed above and also supports approval of the attorney’s fee request.

For all of these reasons, the Court concludes that Plaintiffs’ counsel’s request for \$1.25 million in attorney’s fees is reasonable.

B. Expenses

“Under the common fund doctrine . . . counsel is entitled to reimbursement of all reasonable out-of-pocket expenses and costs in the prosecution of claims, and in obtaining settlement, including but not limited to expenses incurred in connection with document productions, consulting with and deposing experts, travel and other litigation-related expenses.” *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 532 (E.D. Mich. 2003).

Plaintiffs’ counsel has provided documentation to support \$46,740.59 in expenses in prosecuting this action. These expenses include, among other things, mail costs, meals, lodging, transportation, legal research, copying costs, telephone expenses, and court filing fees. See Joint Decl. Exs., ECF No. 123. These types of expenses are reasonable and necessary, and therefore entitled to reimbursement. *Rikos v. P&G*, No. 1:11-cv-226, 2018 U.S. Dist. LEXIS 72722, at **27–28 (S.D. Ohio April 30, 2018).

IV. CONCLUSION

Case: 2:12-cv-00445-MHW-KAJ Doc #: 127 Filed: 08/28/18 Page: 13 of 13 PAGEID #: 3737

For the foregoing reasons, the Court **GRANTS** the unopposed motion for final approval of the settlement, ECF No. 121, **GRANTS** the unopposed motion for an award of attorney's fees and expenses, ECF No. 122, and **ORDERS** as follows:

1. The Settlement is a fair, reasonable, and adequate resolution to this case for all parties, and is finally approved;
2. To the extent not already done, the parties are **ORDERED** to perform under the terms of the Settlement;
3. Plaintiffs' counsel are awarded \$1,250,000 in attorney's fees and \$46,740.59 in expenses, which shall be paid to lead counsel for distribution in accordance with the Settlement;
4. The Court retains jurisdiction over this matter for purposes of enforcing the Settlement;
5. This action is **DISMISSED with prejudice**, with each party to bear its own costs, except as described above. The Clerk is **DIRECTED** to enter **FINAL JUDGMENT**.

IT IS SO ORDERED.



MICHAEL H. WATSON, JUDGE
UNITED STATES DISTRICT COURT

EXHIBIT 26

1
2
3 **UNITED STATES DISTRICT COURT FOR THE DISTRICT OF**
4 **MINNESOTA**

5
6 IN RE: CENTURYLINK RESIDENTIAL
7 CUSTOMER BILLING DISPUTES
8 LITIGATION

MDL No. 17-2795 (MJD/KMM)

9 **This Brief Relates to:**

10 *Tansey v. Perry, et al.*, No. 18-cv-
11 02460-MJD-KMM;
12 *Flanders v. Post, et al.*, No. 18-cv-
13 02833-MJD-KMM;
14 *Ault v. Post, et al.*, No. 18-cv-02834-
15 MJD-KMM;
16 *Barbree, et al. v. Bejar, et al.*, No.
17 18-cv-02835-MJD-KMM;
18 *Palkon v. Boulet, et al.*,
19 No. 18-cv-[TBA]-MJD-KMM

20 **AMICUS CURIAE BRIEF OF SHAREHOLDER MICHAEL HARTLEIB AND**
21 **CONCERNED CITIZEN IN OPPOSITION OF THE APPOINTMENT OF**
22 **ROBBINS ARROYO AND THE WEISER FIRM ET. AL. AS LEAD**
23 **COUNSEL IN THE CONSOLIDATED DERIVATIVE ACTION**

24 **STATEMENT**

25 Michael Hartleib respectfully submits the following in the public interest, and
26 preservation of jurisprudence as a whole.
27
28

OVERVIEW

Your Honor, it is with the utmost concern that I inform this Court of ongoing troubling actions by the Weiser and Robbins Arroyo et.al. Firms, the most egregious of which involves a lawyer driven Derivative case in the state of Kansas, captioned *Monica Ross-Williams v. Robert Bennett et.al, (11-cv-01688) Appellate (17-117139-a)*. Seeing Plaintiff's as a necessary nuisance, these firms seek parties that are disinterested at best or worse something more sinister. Often soliciting a Plaintiff that is not aggrieved, unqualified and willing to lend their name for nominal consideration in order to facilitate their lawyer driven "**Piggyback Litigation**". These firms collude and conspire acting as one, whereby filing multiple Derivative cases on the backs of Securities, or Consumer Class actions. Their past duplicitous acts have included the use of the following as Plaintiffs, deceased parties, friends and family members which lacked standing, and paid serial criminal Plaintiffs like that of the infamous firm, Milberg Weiss. The latest and most creative use of unfit plaintiffs are those of shell LLC corporations created by the law firms. They fund an LLC, instruct a co-conspirator to purchase a nominal number of shares in as many publically traded companies that funds will allow giving them what appears to be a legitimate Plaintiff to facilitate their lawyer driven cases. The stock portfolio controlled by the LLC ultimately becomes payment for the co-conspirator for facilitating said cases. These firms fee split, interchange Plaintiff's, seek those that are compromised to generate thousands of billable hours for illusory work, submit fraudulent time logs and seek hundreds of millions in unjust fees in cases across the country. On information and belief, the firms bill the same hours for Counsel on multiple cases. Given that hundreds of thousands of hours have been billed in a multitude of cases that exceeds the number

1 of work hours in a defined period for the number of attorneys at the firm, it becomes
2 obvious that duplicative billing is taking place.

3
4 Your Honor, my initial encounter with Robbins Arroyo, formerly known as
5 Robbins Umeda was in 2006 wherein they filed a valuation suit surrounding the
6 merger of Sirius and XM Satellite Radio, allegedly on behalf of Sirius shareholders.
7 Unfortunately, their legitimate claims were jettisoned within days as they reached a
8 settlement that did nothing more than indemnify Sirius management who were unjustly
9 enriched and provide for millions in attorney fees. During this encounter, I discovered
10 what I call a “**race to the bottom**”. Firms like Robbins Arroyo and the Weiser firm get
11 a reputation for settling cases without meaning relief for those harmed, and providing
12 broad-breadth release for those Executives that have damaged the Corporation and its
13 shareholders in the first instance. Therein, these firms often do little more than
14 indemnify wrongdoers in exchange for millions in attorney fees. As a large
15 shareholder, I was forced to object to the Sirius settlement and discovered the Plaintiff
16 in the case, Gregory Brockwell lacked standing; Mr. Brockwell never owned a single
17 share of stock. He was a college friend of then partner Jeffrey P. Fink. After first
18 enduring a litany of threats and then rebuffing Mr. Fink's half a million-dollar offer to
19 withdraw my objection, I contacted US attorney Richard Robinson, the FBI, and the
20 San Diego District Attorney, Bonnie Dumanis to report the illicit acts of the Firm.
21 Months later, Robbins Umeda dismissed their suit against Sirius and Mr. Fink was
22 fired from the practice.

23
24 The wrongdoing continued in a Derivative case of behalf of Red Hat. (*Egelhof v.*
25 *Szulik*) On February 4, 2008, Judge Tennille citing the solicitation of inadequate
26 plaintiffs, in a “*needless rush to file a complaint*” and criticizing the firm’s “*slapdash*
27 *approach to representation*” and other professional misconduct, including inadequate
28 communications with the plaintiff and the unauthorized practice of law in North

1 Carolina by out-of-state attorneys, entered an order prohibiting the firm, and Brian
2 Robbins individually, from appearing *pro hac vice* in the state courts of North Carolina
3 for a period of five years.

4
5 Several months later in 2008, in yet another lawyer driven Derivative case in the
6 United States District Court for the Southern District of New York, purportedly
7 brought on behalf of JPMorgan, a federal judge cited similarities between the conduct
8 addressed in the *Red Hat Egelhof* sanctions order and the proceedings in *JPMorgan*.
9 Judge Cote exposed an unfit Plaintiff Mr. Shroff, which was removed and later
10 replaced with a serial criminal Plaintiff Robert L. Garber. Mr. Garber was ultimately
11 deemed unfit and removed. Being caught red handed trying to deceive the Court in
12 violation of the *PSLRA*, former US attorney and partner of Robbins Umeda, George
13 Aguilar informs the Court on July 15, 2008 that his firm is abandoning the Class and
14 no longer seeks a lead position. Instead, they collude with other firms in an attempt to
15 insulate themselves and run the case through surrogate Alfred G. Yates who used the
16 same Plaintiff, Robert L. Garber that Judge Cote previously deemed unfit. Mr. Yates,
17 although clearly obtuse, is likely the most corrupt lawyer in the Plaintiffs' Bar with
18 direct connections to convicted felons William Lerach and Melvin Weiss. He has
19 earned the reputation as the **Litigation Kennel Groomer**, whereas he has facilitated
20 hundreds if not thousands of cases with serial criminal plaintiffs for firms across the
21 country. Robert L. Garber being one that was most prolific. *See Exhibit, A (Opinion*
22 *and Order of the Honorable Denise Cote, entered September 19, 2008,) (Case No.*
23 *08CIV9774 (DLC);*

24
25 In August of 2011, Robbins Umeda engaged in even more egregious conduct in
26 two additional cases (*Carrigan v Solectron*) and (*Columbo v. Tara Gold*). In the
27 Solectron case, Robbins Umeda is accused of abandoning the class to obfuscate facts
28 surrounding illegal payments to professional plaintiffs including Steven Staehr. *See*

1 *Exhibit B, (Declaration of Richard Carrigan)*. It is clear that Robbins Umeda once
2 again put its interest ahead of the Class, which they had a fiduciary duty to protect. It
3 should be noted that I was an absent class member in this case having been injured.
4 After Robbins Umeda abandoned the Class to hide their criminal acts, the Class was
5 left without recourse. Given the mess that was made of the case, and significant
6 loadstar Robbins Umeda claimed to have, I and other Class members were unable to
7 obtain Counsel to seek redress of the legitimate claims outlined in the suit.

8
9 In Tara Gold, it appears that Robbins Umeda filed the case without the
10 knowledge or consent of the plaintiff. *See Exhibit, C (Motion for Sanctions &*
11 *Declaration of Chris Columbo)* This led to yet another rule eleven-sanction request on
12 behalf of the defendants. Although it is my understanding that sanctions were not
13 granted it shows that the case was entirely lawyer driven.

14
15 Judge Davis, Counsel will likely attempt to convince this Court that these
16 contemptuous acts have become less relevant given the passing of time, but these acts
17 which span more than a decade prove a course of conduct that has continued to present
18 day. The Ross-Williams case has some of the very same players involved in the
19 aforementioned cases. Robbins Arroyo, Alfred G. Yates and Bruce Murphy. They have
20 worked together for years making hundreds of millions of dollars bastardizing our
21 judicial process for their unjust enrichment. I submit that they have gotten away with
22 this for far too long; it is time to reform the corruption rife throughout Derivative
23 litigation.

24
25 Further complicating things in the Ross-Williams case is the fact the lead Counsel in
26 the related Securities Class action, Robbins Geller is the sister-firm of Robbins Arroyo, co-
27 lead Counsel in this case along with the Weiser firm. Robert Weiser is close friends with the
28 Robbins brothers; he has worked in concert with them in hundreds of cases in many

1 jurisdictions. Darren Robbins is managing partner of Robbins Geller and Brian Robbins is
2 Darren's brother, and managing partner of Robbins Arroyo. Their modus operandi is Robbins
3 Geller files the Securities Class action, whereby doing the "heavy lifting", often obtaining
4 meaningful relief; conversely, Robbins Arroyo files the "Piggy Back" Derivative case which
5 is stayed for prolonged periods of time to ensure their fraudulent hours billed do not exceed
6 the number of work hours in a defined period of time. In this case, it required a stay of more
7 than 5 years, as they submitted an astonishing 18,000 hours and a 4.5 million dollar fee
8 request on an entirely dormant case! The majority of which was for illusory document review
9 done under the supervision of Robbins Arroyo on their software platform Relativity. This
10 case was managed and run by Robbins Arroyo, along with Weiser et.al.

11
12 In May of 2016, as large shareholder of Sprint Nextel, with loses over seven
13 hundred thousand dollars, I was once again forced to defend my interest by objecting
14 to the proposed settlement. I had to commence a crash course in Derivative litigation,
15 and partake in a David vs. Goliath battle, which continued for over 18 months. I was
16 forced to single handedly take on five firms that were coordinated in their efforts to
17 stop me. Appearing at each hearing was Brent Stecker for the Weiser firm and George
18 Aguilar for Robbins Arroyo. Many other attorneys were present but I was not privy to
19 their names. I was subjected to vicious ad hominem attacks as Weiser and Robbins
20 Arroyo et.al. proved they would stop at nothing in an attempt to protect their criminal
21 enterprise. The so-called reforms outlined in the settlement were nearly illusory and
22 misdirected, as the nominal Defendant in which the case was brought no longer exists.
23 Softbank acquired Sprint Nextel. Weiser et.al lied, misleading the court, interchanging
24 names of the former Kansas Corporation Sprint Nextel with Sprint the Delaware
25 Corporation. They failed to file a change of party notice in an attempt to confuse the
26 Court and avoid challenges of standing, and subject matter jurisdiction. They used an
27 **unfit plaintiff** who had little or no involvement in the case. On March 6, 2017, I called
28 Monica Ross-Williams, whereby it became painfully clear that she was wholly

1 uninformed. She was not aware of Judge Vano's scathing orders, or that an appeal was
2 filed on her behalf. (See *Exhibit D, Order from Judge Vano*) She was unaware that
3 Weiser et.al. committed perjury and admitted to billing fraud. Mr. Weiser failed to
4 provide his "client" with copies of letters sent to Judge Vano, and Appellate Clerk
5 Douglas Shima, admitting to fraud upon the Court. (See *Exhibit E, Weiser letters*)
6 During the call, she continually referred to herself as the Defendant, until I informed
7 her that she was in fact the Plaintiff. Ross-Williams appeared to have not spoken with
8 her Counsel for years and was devoid of any relevant facts of "her" case. See *Exhibit*
9 *G, (Declaration of Michael Hartleib)*.

10
11 Your Honor, that 15-minute affable call with Monica Ross-Williams incensed
12 Weiser and Robbins Arroyo et.al. as they immediately served me with a *Cease and*
13 *Desist* Letter, fearing I had obtained information to prove Ross-Williams was a shill
14 Plaintiff who had little or no involvement in the case. I replied by informing them that I
15 would neither cease nor desist as the truth is an absolute defense. I informed them that
16 they and their co-conspirators were the ones that needed to *Cease and Desist*. Although
17 I had no need or intention to contact Ross-Williams again, informing the Appellate
18 Court of same, Weiser et.al. was able to compel the Appellate Court under false
19 pretenses to grant a protective order using the do not contact rule, Rule 4.2. I remain
20 confused as to how a Rule addressing the Professional Conduct of attorneys applies to
21 a layperson such as myself. It is my understanding that rule 4.2 is to prevent the
22 sophistication and skill of Counsel from gaining unfair advantage over one less legally
23 savvy when represented. My scenario appears to be in violation of First Amendment,
24 wherefore it does not comport to the rule and is inapposite given the fact that I am not
25 an attorney and have no legal background. Equally confusing is how the Appellate
26 Court commends me for saving Sprint millions of dollars, exposing a conspiracy upon
27 the Court, but then forces me to communicate with Ross-Williams corrupt attorneys
28 the conspirators.

1
2 Judge Davis, this is of importance for multiple reasons, first Weiser and
3 Robbins Arroyo et.al. will likely use this in an attempt to attack my credibility and
4 convince this Court that I did something indecorous by making the single phone call to
5 Class representative Ross-Williams in the first instance. Weiser et.al. used this very
6 tactic in their failed opposition to a substantially similar Amicus Brief filed in the
7 Equifax data breach case in the Northern District of Georgia. The Weiser Firm, as well
8 as the firm of Johnson Fistel, (both seeking lead positions with this Court) were
9 appointed co-lead Counsel in the Equifax Derivative case, but other firms protested,
10 compelling a hearing to reconsider lead. After hearing from several firms and
11 testimony from Robert Weiser and myself, the Judge removed both firms from lead
12 position the following morning. Secondly and most importantly, I have commenced
13 litigation against Weiser et.al. and representative Plaintiff Ross-Williams for the
14 foregoing unconscionable acts that have transpired in the Kansas litigation. Weiser
15 et.al. has turned the case over to his insurer. *See Exhibit, H (Hartleib v. Wesier et.al.)*
16 This is the second active case that has arisen as a consequence of the chicanery in the
17 Ross-Williams action. Your Honor, I have read the Declarations in support of
18 appointment for lead in this case from the aforementioned firms professing their legal
19 skill, qualifications and alleged successes in prior cases, but I did not see any mention
20 of the Ross-Williams case, or other cases in which they have been admonished by the
21 Courts. Given Weiser's et.al. legal issues, it appears he is now forced to initiate a new
22 strategy, one of hiding behind another firm Bragar Eagel and Squire seeking lead in
23 this case in an effort to manage cases behind the scene. Greed appears to be powerful
24 motivator. While doing research I came upon an article that list the wealthiest
25 attorney's in the country, shockingly several of the top ten have been in prison.
26 William Lerach is number four on the list, with a net worth of nearly one billion
27 dollars. Your Honor, there is something wrong with a system that allows corrupt firms
28 to continue to violate the public trust year after year to unjustly enrich themselves.

1
2 Judge Davis, the actions by these so-called officers of the Court is truly
3 unconscionable. Robbins Arroyo and Weiser et.al. submitted over 18-thousand hours
4 in fraudulent billing, seeking 4.5 million dollars in fees, 1.6 million of which submitted
5 by a criminal and disbarred attorney using his son's name, Alexander as an alias. Mr.
6 Jeffrey Mark Silow has worked for the Weiser and Robbins Arroyo et.al. Firms for
7 over 10 years, billing likely more than 100 million dollars in illicit fees, in a multitude
8 of cases across the country. Jeffrey Mark Silow was convicted and disbarred in 1989
9 for insurance fraud, mail fraud, and forgery. Your basic Racketeer. Mr. Silow was
10 caught after forging a will, making himself the beneficiary of a million dollar estate,
11 stealing the inheritance from the rightful heirs. *See Exhibit I, (WSJ article)*

12
13 After providing information to the Class Action Fairness Center, Ted Frank
14 confronted the Weiser firm about Mr. Silow's status. With a proverbial gun to his
15 head, Mr. Weiser attempts to exonerate his firm by claiming to be a victim of Mr.
16 Silow's felonious acts. In letters to the Court, Mr. Weiser states that he was unaware
17 of Silow's disbarred status and criminal past. Weiser claims that he had no idea that
18 Alexander was not Silow's real name. Clearly, this strategy was not well thought out.
19 Attached to the letters was a copy Mr. Silow's resume from Abelson Legal Services,
20 proving Mr. Silow was presented as Jeffrey Mark, not Alexander at the time of hire. In
21 addition, the Firm Resume lists Mr. Silow as a licensed attorney to practice in
22 Pennsylvania and the District of Columbia proving Weiser et.al. committed perjury as
23 Mr. Silow was not licensed to practice in Pennsylvania when Weiser et.al. hired him.
24 Something Justice Burns pointed out during oral argument at the appellate hearing. In
25 the Syllabus from the Kansas Appellate Court, Judge Burn's states; *In a disturbing*
26 *development, Robert B. Weiser sent a letter to the district court— as well as a similar*
27 *letter to the Clerk of the Kansas Appellate Courts—on February 3, 2017. In his letter*
28 *to the district court, Weiser stated that he had "learned that a person who had held*

1 himself out . . . as Alexander J. Silow ('Silow') was in actuality named Jeffrey M.
2 Silow, and more importantly, that Mr. Silow is not a licensed Pennsylvania attorney in
3 good standing, having been disbarred in Pennsylvania in 1987." Weiser indicated that
4 Silow had been "of counsel" with the Weiser Law Firm for "the past decade" after
5 being recommended to the law firm by a recruiting agency in 2008.

6 Interestingly, although the résumé of the Weiser Law Firm—which is part of the
7 record on appeal—listed "Alexander Jeffrey Silow" as being "admitted to practice in
8 Pennsylvania and the District of Columbia," Silow's résumé—which was attached to
9 Weiser's letter—listed his name as "Jeffrey Silow" and did not state that he was a
10 member of the Pennsylvania bar. Instead, Silow's résumé only listed the District of
11 Columbia under the heading "Bar Admissions." In a footnote to his letters, Weiser
12 stated that "it appears as though Mr. Silow has also been suspended from the practice
13 of law by the District of Columbia." We note that the District of Columbia
14 subsequently disbarred Silow from the practice of law on December 21, 2017. In re
15 Jeffrey M. Silow, 175 A.3d 88 (D.C. 2017). See (Syllabus) Judge Davis, Alexander
16 Silow is a former Deputy District Attorney of West Chester County PA. and on
17 information and belief knew of his father's criminal activities and is likely complicit.
18 Mr. Jeffrey Mark Silow has seemingly gotten off lightly for his crimes, whereby
19 pleading guilty to three misdemeanors, in record time.

20
21 Your Honor, in open Court, and through pleadings, Weiser and Robbins Arroyo
22 et.al. makes more false statements, by claiming Mr. Silow was a securities expert, who
23 bills at \$350 dollars per hour. Mr. Stecker has made all appearances on behalf of the
24 Weiser firm; he has repeatedly perjured himself, found himself unable to answer the
25 most rudimentary of questions regarding his case. Frankly Your Honor, his
26 appearances were an utter embarrassment to the Plaintiff's Bar. During a six-hour
27 settlement hearing, Judge Vano expressed skepticism over the eighteen thousand hours
28 billed in the stayed case. He warned Weiser et.al. to take a careful look at their fee

1 request. Instead of heeding Judge Vano's advice, **plaintiff's counsel doubles down**,
2 filing perjurious declarations. In Mr. Silow's declaration he admonishes Judge Vano,
3 stating "*how dare you question my hours, I have worked each and every one of these*
4 *hours, and have been an officer of the Court in good standing for over forty years,*
5 *without so-much as a disciplinary action.*" See Exhibit J, (Silow Declaration) This,
6 while knowing his status as a criminal and disbarred attorney.

7
8 Weiser and Robbin Arroyo et.al. would stop at nothing to protect their criminal
9 enterprise, I was subjected to repeated character attacks as I exposed their duplicitous
10 acts and conspiracies against the Court. Fortunately, the Honorable James Vano was
11 not convinced by Weiser and Robbins Arroyo et.al. and their self-serving arguments,
12 or desperate attempts proffering support for their fees. Judge Vano ordered Weiser and
13 Robbins Arroyo et.al. to submit their time-logs for an in-camera review. After six
14 months of careful deliberation, Judge Vano issued the first of two scathing orders,
15 wherein he excoriates Weiser and Robbins Arroyo et.al, finding that the time-logs
16 submitted were not credible, **henceforth they were fraudulent!** Although Judge Vano
17 narrowly approved the settlement, he slashed the 4.5-million-dollar fee request by
18 **ninety percent**, awarding a total of 450 thousand dollars in fees, and expenses. This
19 was prior to the Court's knowledge of Silow's criminal past and disbarred status.

20
21 Your Honor, it is unconscionable to think that after Judge Vano's highly critical
22 orders, that Weiser and Robbins Arroyo et.al. would not except the ruling, and quit
23 while ahead, clearly dodging a bullet. Instead, with hubris and utter contempt for the
24 Court, they have the temerity to ask Judge Vano for what is **tantamount to a do-over**,
25 in the form of two motions to Alter or Amend. See Exhibit F, (Objector Hartleib's
26 *opposition to Motions to Amend*)
27
28

1 Judge Davis, former US attorney George Aguilar and partner of Robbins
2 Arroyo, *(also seeking lead in this case)* introduced new evidence purporting to be a
3 report from their Relativity software program in an attempt to affirm the fraudulent
4 hours billed by now known racketeer Silow. Attached to the second Motion to Alter or
5 Amend was Mr. Aguilar's sworn Declaration, which states that Robbins Arroyo was
6 wholly responsible for the oversight of all document review in the consolidated action.
7 Mr. Aguilar continues by declaring that Robbins Arroyo was responsible for the
8 management and coordination of said review, which was allegedly performed on his
9 Firms software system Relativity. In his prior Declaration dated June 23, 2016, Mr.
10 Aguilar declares that Robbins Arroyo reached an agreement with Defense Counsel to
11 manage the case, therefore Robbins Arroyo was acting as lead behind the scene,
12 making his Firm fully complicit in the fraud committed upon the Court. *See Exhibit K,*
13 *(Declarations form George Aguilar)*
14

15 The Motion seeks to compel Judge Vano to remove all of the damaging
16 statements of fact, on the basis that it would "hurt" their reputations. They informed
17 Judge Vano that with a few strokes of his pen he could fix everything, saving them
18 untold amounts of money, and countless hours of time trying to defend their
19 contemptuous actions in the case. Rightfully, they were concerned that the damaging
20 orders would prejudice their firm in other cases. They expressed concern, that the
21 orders would be used to inform other Courts of their Self-Dealing, Unclean Hands and
22 Shameful Violations of Public Trust. Wherefore, they confirm and acknowledge the
23 gravity and consequence of their subterfuge. The Motion led to the second scathing
24 order by Judge Vano, wherein he is unconvinced by their absurd requests, and
25 reaffirms his opinion in the strongest of terms. Judge Vano states that it was not
26 proper for Mr. Aguilar to submit new evidence after the Courts ruling, nonetheless, he
27 was not persuaded stating; *"Plaintiff's counsel should have expected strong criticism*
28 *of Mr. Silow's billing records had [they] bothered to examine the purported time [he]*

1 submitted as spent on document review. . . . "A cursory glance at Mr. Silow's billing
2 records appropriately casts a shadow of doubt over the veracity of the billing records
3 in their entirety. [The] affidavits documenting Mr. Silow's time spent on [document
4 review] are wholly unpersuasive. They do support that it takes merely a keystroke of
5 activity once every hour to keep [the computer program] from timing out or logging
6 off a session. (See Syllabus from the Kansas Court of Appeals)

7
8 Unbelievably, blinded by greed, Weiser and Robbins Arroyo et.al. informs
9 Judge Vano of their intent to appeal the fee reduction. Despite being admonished by
10 Judge Vano, and caught committing perjury and billing fraud, Weiser and Robbins
11 Arroyo et.al. were unrelenting in their zealous quest for reinstatement of the four
12 million dollars in unwarranted fees. Truly reprehensible! During the settlement
13 hearing, Mr. Stecker repeatedly informed Judge Vano that the settlement was obtained
14 through "hard fought litigation". Mr. Stecker apparently considers the filing of a
15 **piggyback derivative suit** with valid claims, jettisoning said claims, staying the case
16 for years so that enough time passes to allow one to bill thousands of fraudulent hours,
17 and millions of dollars, "Hard Fought Litigation". Pretending to review millions of
18 documents from a Class Action, led by sister firm Robbins Geller, that facilitates no
19 additional discovery, not a single document request, or deposition over a seven year
20 period is certainly not tantamount to "hard fought" by my standards. Your Honor,
21 from what I have witnessed, it appears Robbins Arroyo and Weiser et.al. follows a
22 different set of standards, one that continually sets the bar at new lows. This
23 perspective coming from a layperson with no legal background. The only thing hard
24 fought in this case, was the Weiser and Robbins Arroyo et.al. Firm's desperate attempt
25 to obfuscate their criminal acts to protect their criminal enterprise and unjustly enrich
26 themselves by four million five hundred thousand dollars, on the backs of those they
27 falsely purport to represent.
28

1 Your Honor an appeal was filed wherein I ask the Court to remand and rescind
2 the case with directives for punitive sanctions, and a disgorgement order forcing the
3 return of the four hundred fifty-thousand-dollar fee award. I argued that, Monica
4 Ross-Williams, by way of her Counsel had unclean hands and therefore not entitled to
5 equitable relief from the Court. Although initially set for summary calendar, I was
6 able to compel the Appellate Court to grant oral argument. I attended the hearing on 2-
7 13-18, although Robert Weiser was admitted *pro hac vice*, he failed to attend the
8 hearing. The Weiser firm has retained counsel from an ethics and professional liability
9 firm, likely at the request of their insurer. One could surmise that his failure to appear
10 was on the advice of counsel. Chief Justice, Karen Arnold Burger informed those in
11 attendance that the Court found this case very interesting and would not be as strict
12 with enforcement of its time limits. Wherefore, the Court granted all in attendance
13 more than double the docketed time. George Aguilar appeared on behalf of Robbins
14 Arroyo but never addressed the Court. In fact, I do not believe he was admitted *pro*
15 *hac vice* for the appellate hearing. Mr. Stecker appeared on behalf of Weiser et.al,
16 where he informed the Court that he had nothing to say, and that the firm stands on its
17 pleadings. The Court was quick to respond, making it clear that they had questions for
18 him regarding the criminal acts of Weiser et.al. Mr. Stecker faced a litany of cross-
19 examining questions from the Appellate Court Justices, whereas he was unable to
20 provide cogent answers to most. Despite Mr. Stecker's attempts to convince the Court
21 that Weiser et.al. was an unwitting victim of Mr. Silow, the Court appeared less than
22 convinced. Mr. Stecker informed the Court that the Pennsylvania Bar was about to
23 wrap up their investigation into the Weiser firm regarding the Sprint Nextel case, and
24 find no need for disciplinary action, at which time, Justice David E. Burns stated,
25 **"good to know counselor, this Court will be certain that the Pennsylvania Bar**
26 **gets a copy of its forthcoming order"**. During my fifteen-minute rebuttal, Chief
27 Justice Karen Arnold Burger stated, we concur that fraud was committed in this case
28 with regard to the billing. On April 27, 2018 the Appellate Court issued its 50 page

1 published Opinion, unfortunately my standing argument failed, and I was unsuccessful
2 in my attempt to disgorge the ill-gotten 450 thousand dollar fee award. The Court was
3 nonetheless highly critical of the Weiser and Robbins Arroyo firms as reflected in the
4 Syllabus from the Court, which states; *Weiser evidently continues to believe that Silow*
5 *actually performed the work reported in the billing records submitted to the district*
6 *court. Nevertheless, Weiser recognized in his letter "that Mr. Silow had been held out*
7 *as an active attorney, and that Mr. Silow's declaration, signed under penalty of*
8 *perjury, states, inter alia, that he is a licensed attorney in good standing that had*
9 *never been the subject of any disciplinary action."* Hence, *Weiser acknowledges that*
10 *Silow's "declaration is therefore false in material respects," and as a result, the*
11 *Weiser Law Firm—which served as the lead counsel in this derivative action—"will*
12 *not be participating in any recovery that may result from the pending Cross-Appeal."*
13 *Although we will yield to the disciplinary authorities in the Commonwealth of*
14 *Pennsylvania—or elsewhere—to sort out what the attorneys representing the plaintiffs*
15 *in these derivative actions knew or should have known about the status of Jeffrey*
16 *Silow's license to practice law, we find the information provided by Weiser to be very*
17 *troubling. As indicated above, the hours billed by Silow constituted a substantial*
18 *amount of the total hours allegedly worked by counsel for the plaintiffs in these*
19 *derivative actions. Thus, we agree with Weiser that his law firm should not receive*
20 *any of the attorney fees and expenses awarded in this case. (See Syllabus from Kansas*
21 *Court of Appeals).*

22
23 Judge Davis, another deeply troubling concern involving these firms is the nexus
24 between former Federal Judge Layn Phillips and the Robbins Gellar, Robbins Arroyo
25 and Weiser Firms. By all accounts, Judge Phillips has been held in high esteem, but
26 some now argue his once stellar reputation has been sullied by the duplicitous acts of
27 Weiser and Robbins Arroyo et.al. In an attempt to proffer support for their fraudulent
28 4.5 million dollar fee request, Weiser et.al. attached a Declaration signed by former

1 Judge Phillips in support of the motion for final approval of the settlement. In his
2 Declaration, he reviewed his role as mediator in the derivative actions and stated that
3 *"the settlement was carefully reached through hard fought, arm's-length negotiations*
4 *conducted by skilled counsel in good faith."* He also noted that the attorneys involved
5 *in the mediation process were from 15 respected law firms and were experienced in*
6 *handling complex litigation. Moreover, former Judge Phillips rendered the opinion*
7 *that he believed an award of \$4,250,000 in attorney fees and expenses in this case*
8 *would be fair, just, and reasonable. (See Syllabus from Appellate Court)* Given the
9 fraud that has transpired in the Ross-Williams case, and the fact the Judge Phillips
10 affirmed the fraudulent fees, the bad acts of these firms has damaged the reputation of
11 the former Federal Judge. Equally troublesome is the fact that Judge Phillips appears
12 to be the "go to" mediator in many of the cases for the aforementioned Firms. Some
13 believe that it is a conflict of interest for any mediator overseeing the case in question
14 to get involved in affirming fees on behalf of Plaintiff Counsel, whether just or unjust.
15 Making matters worse, after Judge Vano issued his scathing orders, I had reached out
16 to the office of Judge Phillips on several occasions seeking a call or meeting to discuss
17 what transpired in the Ross-Williams case in hopes of getting a retraction. After Mr.
18 Silow was exposed as a criminal, I was certain Judge Phillip's would want to file an
19 amended Declaration in the Ross-Williams case rescinding his prior support for fees,
20 now known to be fraudulent, in an effort to protect his good name, but my requests
21 went unanswered. Thereby, raising the question, why would a former Federal Court
22 Judge allow his name to be associated with corrupt law firms and a conspiracy upon
23 the Kansas Court? Some have speculated that Judge Phillips failure to act and silence
24 surrounding the fraud in the Ross-Williams action provides the answer, albeit a
25 troubling one! I sincerely hope they are incorrect.

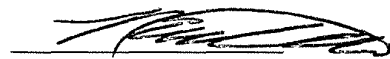
26
27 Honorable Davis, the aforementioned shows a prolonged course of conduct and
28 pattern of criminal activity of the highest order, by so-called officers of the Court. It is

1 Arroyo, Weiser or their surrogates. I am confident that this Court has qualified firms
2 that will properly represent the interest of CenturyLink, its shareholders and not
3 breach the fiduciary duties owed, for their unjust enrichment.
4

5
6
7 CONCLUSION
8

9 Your Honor, I respectfully seek leave of the Court allowing this Amicus Brief to be
10 filed on short notice and be placed in the record. I also would like to address the Court
11 at the forthcoming hearing for the appointment of lead Counsel on 3-6-19. I have
12 made last minute travel plans from California and stand ready to provide any
13 additional information the Court may seek on the record.
14

15
16
17 Respectfully,
18

19 

20 Michael Hartleib
21 20720 Alicia Parkway Suite, G
22 Laguna Niguel C.A. 92677
23 (646) 494-5901
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the above and forgoing the Amicus Curiae Brief and Exhibits A through K was served on the following parties by electronic mail on 03-05-19

THE WEISER LAW FIRM. P.C.

Robert E. Weiser
Brett D. Stecker
James M. Ficaro
22 Cassatt Ave., Suite 100
(610)-225-2677
rw@weiserlawfirm.com

MELISSA A. FORTUNATO

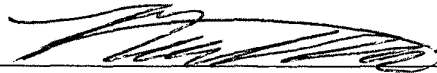
885 Third Avenue Suite 3040
New York, NY. 10022
(212) 308-5858

fortunato@bespc.com

ROBBINS ARROYO LLP.

George C. Aguilar
600 B Street Suite 1900
San Diego, C.A. 92101
(619)-525-3990
gaguilar@robbinsarroyo.com

SIGNED



MICHAEL HARTLEIB

27020 Alicia Parkway Suite G
Laguna Niguel C.A. 92677
646-494-5901

JOHN FISTEL LLP

Michael I Fistel JR
40 Powder Springs Street
Marietta GA.

(770) 200-3104
michaelf@johnsonfistel.com

GARETT BLANCHFIELD

Reinhardt, Wendorf & Blanchfield

(651) 287-2100

E1250 First National Bank Building

332 Minnesota Street Saint Paul MN.
Gblanchfield@rwblawfirm.com

EXHIBIT 27

APPEARANCES:

For the Plaintiffs Sona
Andresian, Glen Walker
and Michael Barbree: PERRY & PERRY PLLP
SHAWN M. PERRY, ESQ.
1660 Highway 100 South, #335
Minneapolis, Minnesota 55416

GAINEY McKENNA & EGGLESTON
THOMAS J. McKENNA, ESQ.
440 Park Avenue South
New York, New York 10016

For the Proposed Lead
or Co-Lead Counsel for
Shareholder Derivative
Plaintiffs: FEDERMAN & SHERWOOD
WILLIAM B. FEDERMAN, ESQ.
10205 North Pennsylvania
Oklahoma City, Oklahoma 73120

For the Plaintiff
Edward Tansey: REINHARDT WENDORF & BLANCHFIELD
GARRETT D. BLANCHFIELD, ESQ.
322 Minnesota Street, #W1050
St. Paul, Minnesota 55101

ROBBINS ARROYO LLP
GEORGE C. AGUILAR, ESQ.
5040 Shoreham Place
San Diego, California 92122

For the Plaintiff Tim
Ault: BRAGAR EAGEL & SQUIRE, PC
LAWRENCE P. EAGEL, ESQ.
885 Third Avenue, #3040
New York, New York 10022

LEVENTHAL PLLC
SETH LEVENTHAL, ESQ.
333 South Seventh Street, #1150
Minneapolis, Minnesota 55402

For the Defendant: WINTHROP & WEINSTINE PA
WILLIAM A. McNAB, ESQ.
225 South Sixth Street, #3500
Minneapolis, Minnesota 55402

COOLEY LLP
SARAH M. LIGHTDALE, ESQ.
1114 Avenue of the Americas
New York, New York 10036-7798

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

APPEARANCES (contd):

For the Defendant COOLEY LLP
(continued): PATRICK E. GIBBS, ESQ.
3175 Hanover Street
Palo Alto, California 94304

For the Amicus Curiae: MICHAEL HARTLEIB, PRO SE
20720 Alicia Parkway, Ste. G
Laguna Niguel, California 92677

* * *

P R O C E E D I N G S

IN OPEN COURT

* * *

THE COURT: Good morning. Please be seated.

Let's call this matter, these matters.

COURTROOM DEPUTY: In Re: CenturyLink Residential
Customer Billing Disputes Litigation, MDL No. 17-2795.

Counsel, please state your appearances for the
record.

MR. AGUILAR: Good morning, Your Honor. George
Aguilar from the law firm of Robbins Arroyo for plaintiff
Edward Tansey.

THE COURT: Good morning.

MR. BLANCHFIELD: Good morning, Your Honor.
Garrett Blanchfield from Reinhardt Wendorf & Blanchfield
also on behalf of plaintiff Edward Tansey.

THE COURT: Good morning.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 MR. EAGEL: Good morning, Your Honor. Lawrence
2 Eagel, Bragar Eagel & Squire, for plaintiff Tim Ault. With
3 me is Seth Leventhal for plaintiff Tim Ault.

4 THE COURT: Good morning.

5 MR. FEDERMAN: Good morning, Your Honor. William
6 B. Federman, Federman & Sherwood, on behalf of plaintiff
7 Inter-Marketing Group.

8 THE COURT: Good morning.

9 MR. PERRY: Good morning, Your Honor. Shawn
10 Perry. I am local counsel from Perry & Perry on behalf of
11 Gainey McKenna & Egleston. T.J. McKenna or Thomas J.
12 McKenna is to my right.

13 MR. MCKENNA: Good morning, Your Honor.

14 THE COURT: Good morning.

15 MR. MCNAB: Good morning, Judge Davis. Bill
16 McNab, Winthrop & Weinstine, on behalf of defendant
17 CenturyLink and the individual director defendants.

18 THE COURT: Good morning.

19 MR. GIBBS: Good morning, Your Honor. Patrick
20 Gibbs from Cooley also for defendants.

21 THE COURT: Good morning.

22 MS. LIGHTDALE: Good morning, Your Honor. Sarah
23 Lightdale from Cooley also for the defendants.

24 THE COURT: Good morning.

25 Would you call the other matter too?

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 COURTROOM DEPUTY: The Tansey?

2 THE COURT: Did they give you a number on it?

3 COURTROOM DEPUTY: Pardon me?

4 THE COURT: Did they give you a number on it?

5 (Off-record discussion between court and courtroom deputy.)

6 COURTROOM DEPUTY: Tansey versus Perry, et al.,
7 Civil Case No. 18-cv-2460.

8 THE COURT: All right. Counsel late yesterday
9 received a motion from Mr. Hartlieb. I don't believe he's
10 here. I think you all know him or some of you know him.

11 MR. BLANCHFIELD: I don't see him in the
12 courtroom.

13 THE COURT: All right. So we will just put that
14 till the end. So let's begin with our motions that are
15 before us.

16 Who wants to proceed?

17 MR. AGUILAR: I can go first, Your Honor.

18 THE COURT: Thank you.

19 MR. AGUILAR: Would you like me at the podium,
20 Your Honor?

21 THE COURT: Oh, most definitely.

22 MR. AGUILAR: Thank you, Your Honor. George
23 Aguilar, again, with Robbins Arroyo on behalf of plaintiff
24 Tansey. We've made an application to be appointed lead
25 counsel in the matter.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 Your Honor, we think the three most critical
2 factors in the court's discretion in appointing lead counsel
3 are to look at the experience and knowledge of the proposed
4 lead counsel and his firm, the record of success by that
5 firm and the resources that firm can bring to bear, and we
6 believe we compare favorably on all three points. Our firm
7 has been a derivative litigation focused firm for over ten
8 years. We bring a vast number of lawyers and experience --

9 THE COURT: You talk about the numbers of lawyers
10 that are in your firm, but I need to know who is going to be
11 running this.

12 MR. AGUILAR: Yes. I am going to be running this,
13 the litigation, as the lead litigation partner. Steve
14 Wedeking will be, an associate in the firm, and Ashley
15 Rifkin, also a partner at the firm, will also be assisting
16 in the litigation. And we will have other resources to bear
17 as they are required and especially with respect to the
18 discovery that may be propounded in the case.

19 THE COURT: All right.

20 MR. AGUILAR: Our record of success is focused on
21 the derivative litigation. As we lay out in our papers, the
22 success we have had in bringing necessary corporate reforms
23 where needed and to obtain financial recoveries on behalf of
24 the company and other shareholders are in the context of
25 derivative litigation.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 We do have a diversity practice within our firm.
2 Myself, a former criminal prosecutor, also active in the
3 antitrust practice, but primarily in the derivative space.
4 We have other lawyers active in the 10(b) space, class
5 action space. Ms. Rifkin has been focused on the derivative
6 angle for a number of years and as has Mr. Wedeking.

7 And then, lastly, Your Honor, I can address the
8 Hartlieb thing when it gets brought up, but we have never
9 been denied a lead counsel as a result of any of these types
10 of allegations that have been brought forward. In fact,
11 they have been brought by Mr. Hartlieb once before.

12 THE COURT: Well, let's not talk about that right
13 now. He's not here and --

14 MR. AGUILAR: Very well.

15 THE COURT: But I do need you to talk to me about
16 your plaintiff.

17 MR. AGUILAR: Yes. Mr. Tansey has been a
18 stockholder of the company since 2003. He is a minor
19 stockholder who owns 13 shares, but, nonetheless, a
20 long-term holder, selling as the market would require, and
21 he currently holds 13 shares of the corporation.

22 THE COURT: All right. Anything else you wish to
23 bring forth at this time?

24 MR. AGUILAR: Unless the court has some questions.

25 THE COURT: Not at this time. We will hear from

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 everyone and then we will go -- I may have another round.

2 Who is next?

3 Let me -- no. Come on back up.

4 MR. AGUILAR: Sure.

5 THE COURT: I need -- as you well know, I have
6 handled a number of MDLs, and one of the things that is very
7 important for me is coordination and cooperation, and you
8 didn't talk about that with the other firms that are
9 involved in this. So I need to know, Did you meet and
10 confer? What is your --

11 MR. AGUILAR: We did.

12 THE COURT: Have you had problems with -- in one
13 of the MDLs I had many, many years ago I didn't find out
14 that there were lawsuits between the lawyers in another MDL.
15 Everyone was quiet about it, because they wanted to get it
16 appointed. And then once they got it, I'd made my
17 appointment, then I found out that there was lawsuits
18 between two of the lawyers and that caused a lot of
19 problems, so --

20 MR. AGUILAR: No. We certainly don't have any of
21 those issues with any of the other firms.

22 We did have discussions with a member of the firm
23 that makes up the Bragar firm. There were discussions in
24 earnest to try to resolve a leadership or put together a
25 leadership structure. It was our view that what was being

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 proposed, that we were being asked to be a part of, was just
2 too large, too diffuse. It didn't really have a focus or a
3 sharpness that would allow the litigation to proceed
4 efficiently. I have had recent discussions with
5 Mr. Federman and again along the same lines.

6 I believe for a case like this in an MDL
7 proceeding, which is already going to be fairly coordinated
8 and consolidated and managed by the court, we just thought
9 it was important that the top of the leadership structure be
10 as efficient and focused as possible. So that's why we
11 proposed just a one-firm leadership structure at the top.

12 We do have experienced Minnesota counsel in
13 Reinhardt Wendorf in the representative litigation aspect.
14 But if we are appointed lead counsel, obviously, the first
15 thing we would do would be to consolidate the cases, put
16 together a consolidated complaint. We would encourage and
17 ask the other plaintiffs to join in the case, and they
18 would, the other firms, would have an opportunity to
19 participate in the litigation, if their client decides to
20 partake in the case. It would be -- you know, we are
21 dealing and up against very experienced and excellent
22 defense counsel, so there will be a need for significant
23 resources in this case, and we will be more than happy to
24 bring the other firms along. We just thought at the very
25 top and there should be a very sparse and focused structure

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 at the top, and that's what we propose.

2 THE COURT: Well, other than having a king at the
3 top or a queen at the top, what's your management structure?
4 What are you proposing?

5 MR. AGUILAR: No formal committee structure. It
6 would involve, again, based on the participation of the
7 plaintiffs, other plaintiffs in this case, a doling out of
8 work as it becomes available in the case, probably initially
9 not at the pleading stage. That will be work that will be
10 handled by our firm and the Reinhardt firm. But once we get
11 to discovery, if we are able to do that, there will be a
12 significant amount of work to be done in that arena, and we
13 would propose to have other counsel involved in that case,
14 to the extent that they are willing to or have the resources
15 at the time to do so. We just believe that the management
16 of the practice -- the management of the case should
17 generate and originate from the focused leadership.

18 THE COURT: What's your position dealing with the
19 other MDL that's involved here, the consumer side?

20 MR. AGUILAR: We would certainly -- those cases
21 are progressing. We would reach and make contact with lead
22 counsel on the plaintiffs' side for those actions. We would
23 be particularly interested in the 10(b) action that's
24 proceeding, the securities part of the MDL. There may be
25 some issues in common with this case that we'll certainly

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 work with the defense counsel and perhaps establishing an
2 efficient way to resolve those types of issues in
3 conjunction with what's already occurred in the securities
4 case and what's being proposed to occur in the securities
5 case.

6 THE COURT: Now, you've indicated that you have
7 been involved in a number -- that your firm is a derivative
8 lawsuit firm. Have you had other cases that you can cite to
9 me that you have dealt with the consumer side and it's
10 worked well and --

11 MR. AGUILAR: Yeah, not so much on the derivative
12 MDL side. I am currently part of an antitrust MDL as lead
13 counsel in one of the cases, antitrust cases that does have
14 a significant component with consumer -- with the consumer
15 cases, and we have been in very open and constant contact
16 with those lawyers. It's the Interchange MDL case and the
17 Credit Card antitrust action in the Eastern District of New
18 York.

19 We're currently serving as associate counsel in a
20 consumer class action involving pharmacies and their
21 payments of certain usual and customary prices with respect
22 to the pharmacy benefit managers, and we have been working
23 in close contact with the consumer lawyers in that
24 particular instance.

25 So I don't anticipate any issues at all with

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 respect to our ability to cooperate and coordination with
2 any of those cases, with any of the cases that are currently
3 making up the MDL, and that would involve certainly
4 discovery, where we do think there probably will be a
5 significant amount of overlap in terms of the documents and
6 the discovery that's produced and would proceed and want to
7 do it in the most efficient way possible.

8 THE COURT: All right. Thank you.

9 You have given me a list of cases where you were
10 either lead counsel or co-lead counsel, but you never
11 mentioned who the judges were.

12 No? None?

13 (Off-record discussion between court and clerk.)

14 THE COURT: You gave me the name of the cases, but
15 you didn't give me the name of the judges, which is --

16 MR. AGUILAR: Sure. In our pleading, Your Honor,
17 in our briefing, we did list -- I think it's a page and a
18 half and attached the transcripts of the judges who have
19 commented on our work, and that would include, for example,
20 District Court Judge Kinkeade in the Northern District of
21 Texas. And we certainly can match those judges up with the
22 cases we mentioned in the early part of the brief. So we do
23 have a listing of the judges who have proposed and stated on
24 the record complimentary things of the way we litigated the
25 case and the results that we have achieved. And I certainly

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 have no --

2 THE COURT: I am sure that's at the end of the
3 case when you, when it's --

4 MR. AGUILAR: Right, right.

5 THE COURT: I'm just teasing you.

6 MR. AGUILAR: Yeah. No, no, that's -- that's --

7 THE COURT: I have done that many times.

8 MR. AGUILAR: Right.

9 THE COURT: So, no, I've just -- time flies. I
10 have been -- soon I will be -- this is my 25th year as a
11 federal judge, and so I know a number of the judges and
12 especially on the MDL side. So I just wanted to make sure
13 that I got all the names; and so if I wanted to make a quick
14 call, I could do that.

15 MR. AGUILAR: Certainly, Your Honor.

16 And to the extent that the cases that we cite in
17 our brief and in our resume aren't reflected in the comments
18 made by the judges that are within our brief, I certainly
19 can provide a correspondence to your court listing those
20 judges.

21 THE COURT: Please. Make it easy for me.

22 MR. AGUILAR: I will do so.

23 THE COURT: I am senior status now.

24 MR. AGUILAR: I will do that.

25 THE COURT: I am just teasing you.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 MR. AGUILAR: All right.

2 THE COURT: All right. Anything else you --

3 MR. AGUILAR: Not unless the court has additional
4 questions. Thank you.

5 THE COURT: All right. We may have a second
6 round, so --

7 All right. Who is next? Good morning.

8 MR. EAGEL: Good morning, Your Honor.

9 I've prepared a little graph I thought would maybe
10 be helpful to the court. Can I approach and just hand --

11 THE COURT: Please. Have you given it to all
12 counsel? I need one for my law clerk too. Okay. Good.

13 MR. EAGEL: Good morning, Your Honor.

14 THE COURT: Good morning.

15 MR. EAGEL: May it please the court. Lawrence
16 Eagel, Bragar Eagel & Squire. We are here this morning
17 seeking the appointment of our client Tim Ault as lead
18 plaintiff and our firm as lead counsel.

19 First, with respect to the appointment of our
20 client as lead plaintiff, Tim Ault has been a long-time
21 shareholder of CenturyLink. He's owned shares since 1999.
22 We have disclosed he has 235 shares. He's submitted an
23 affidavit saying that he's committed to prosecuting the
24 action and supervising counsel or at least being a part of
25 the process. So I think he's -- he is probably the most

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 qualified plaintiff of all of the plaintiffs, and I will
2 describe why in a few minutes.

3 THE COURT: What's his background? Why would he
4 want to take on that?

5 MR. EAGEL: I believe he's an -- he's an
6 investment advisor, I mean, a skilled investor. I'm not
7 sure he's an investment advisor. And I don't have more
8 information for you. I wish I did, but I don't have more
9 information. I have -- others in my office have been more
10 in touch with him. And I apologize that I don't have more
11 information, but what I understand is he's an experienced
12 investor and I understand he's interested in the case and
13 willing to participate in the case and wants to participate
14 in the case.

15 So let me speak a little bit about the reasons why
16 our firm should be appointed lead counsel in this case.

17 Well, first, I would say, in terms of the lead
18 plaintiff as compared to Mr. Tansey, he has not submitted a
19 declaration saying that he will support his lead plaintiff
20 position. And as we point out with respect to IMG, which
21 is -- and there are a few reasons why we believe
22 Inter-Marketing Group is not a proper plaintiff, one of
23 which is that they're a corporation and as a result of being
24 a corporation I don't think they're a traditional, but they
25 refer to themselves as an institutional investor, but I

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 think in reality they're a corporate investor, and as a
2 corporate investor they have their own fiduciary obligations
3 to their shareholders, and, therefore, a possibility is they
4 will be required -- they might sell their shares; and if
5 they do sell their shares, they are, in fact, will lose
6 standing. I think that's something the court sort of is
7 familiar with. So I think that was one reason, and I will
8 speak in a few minutes about the additional reasons and that
9 is the vigor with which we've pursued the case.

10 I think with this what's important, I think, Your
11 Honor, is in terms of the standing of or how the cases have
12 been prosecuted, our firm has been proactive and --

13 THE COURT: Let's back up.

14 MR. EAGEL: Okay.

15 THE COURT: My first question, Who is going to
16 lead the charge here from your firm?

17 MR. EAGEL: I will, Your Honor. I will be the
18 lead. I will be the lead attorney from -- and we can talk a
19 little bit about the resources of our firm, but I will be
20 the lead attorney from our firm handling litigation. With
21 me will be -- and I have been practicing litigation for
22 35 years, law for 35 years, I guess litigation probably most
23 of that time. A few years before that I was a certified
24 public accountant. I have spent the last 10, 15 years
25 focused more on derivative-type litigation representing

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 shareholders in various types of derivative litigation.

2 We've -- and so that's been my experience.

3 I was involved in several of the cases that we
4 have identified for Your Honor. The *Activision Blizzard*
5 case was a case I was intimately involved with. It was our
6 client. We worked with other counsel and ultimately
7 succeeded in achieving a \$275 million recovery on behalf of
8 the company, in fact, got a fee award of \$72 million showing
9 that the court recognized the effort of counsel and the
10 unique effort of counsel. In another case -- I was also
11 involved in the *El Paso* trial case, a case tried before --
12 and in terms of the judges that were involved, the judges
13 that were involved in the *Activision Blizzard* case is a vice
14 chancellor -- Vice Chancellor Laster, Travis Laster from
15 Delaware. He's in the Court of Chancery in Delaware. Vice
16 Chancellor Laster also was the judge in the trial in the *El*
17 *Paso* litigation. The *El Paso* litigation was a derivative
18 case we tried through verdict and secured a verdict of -- in
19 that case a liability award of \$171 million following a
20 finding of bad faith on behalf of the directors. In fact,
21 subsequent, sort of, at the close of the trial, the trial
22 court -- the company merged, *El Paso* merged with the
23 subsidiary, and ultimately our client lost standing. There
24 were posttrial proceedings involving our standing, and
25 ultimately the case on appeal.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 THE COURT: Dismissed.

2 MR. EAGEL: Excuse me?

3 THE COURT: It was dismissed.

4 MR. EAGEL: Yes, on appeal. And that was as a
5 result of the loss of standing, having nothing to do with
6 the trial. And even in the Delaware Supreme Court decision
7 reversing the judgment that the vice chancellor had
8 instituted in the case, the Supreme Court said in this
9 difficult and troubling case we have to reverse because of
10 the loss of standing. But I think that's -- it's a lesson
11 we have learned in terms of what could happen if you don't
12 have control over the shares that you hold, because the same
13 result could happen if ultimately you sell the shares or the
14 shares are otherwise -- you are not in control of that,
15 whatever, for Inter-Marketing.

16 Another more recent case, Your Honor, is before,
17 also a derivative case, before Vice Chancellor Slight in
18 the Delaware Chancery Court in which we have -- we're
19 representing a shareholder in a suit on behalf of Enbridge
20 Energy Company. The suit was ultimately -- recently
21 Enbridge announced a merger, a roll-up of its subsidiary. I
22 have unique expertise in master limited partnership
23 litigation. And as a result of the roll-up, as a result of
24 the transaction, there were merger negotiations between
25 Enbridge Energy, Inc., Enbridge, Inc., and the master

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 limited partnership. We interjected ourselves into those
2 negotiations seeking to have the committee that was
3 appointed value the derivative claim. The committee that
4 was appointed valued the derivative claim at close to a
5 hundred million dollars, used that value in its negotiations
6 with Enbridge, Inc., and ultimately there was an increase in
7 the -- in the exchange ratio from about 3083 to about 3.33.
8 Ultimately, that case, as a result of the closing of the
9 merger, the case was dismissed to avoid a fee application by
10 our firms. We negotiated a fee of 14 and a half million
11 dollars with the defendants on the case.

12 So we have achieved, I think, success. We have
13 achieved success recently, and we've achieved success in
14 derivative cases.

15 In terms of -- I know I can -- I can continue. I
16 kind of -- in terms of the consumer cases, I know Your Honor
17 mentioned consumer cases. These cases have not
18 traditionally been consumer cases that I have just referred
19 to. We have been in consumer cases, but not within a
20 derivative context that I can recall. The derivative cases
21 ordinarily involved, sort of, the conduct of the board of
22 directors and their, sort of, obligations to monitor the
23 activities. I also --

24 THE COURT: The only reason I mention it is
25 because I have -- I have these two MDLs.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 MR. EAGEL: Yeah, understood.

2 THE COURT: And the --

3 MR. EAGEL: Understood.

4 THE COURT: -- same issues. And so I want to see
5 if you've had that type of experience.

6 MR. EAGEL: Well, our firm actually did represent
7 a class of -- this is actually a class of purchasers of
8 Camel Cash cigarettes. We ultimately entered into a
9 resolution, but this involved what were called C-Notes for
10 Camel Cash cigarettes. For years in California and
11 throughout the country there was -- there were these C-Notes
12 that were much like -- I don't know if you remember Plaid
13 Stamps back in the day. The C-Notes they would -- people
14 would buy packs of cigarettes, get C-Notes, be encouraged to
15 collect the C-Notes. Ultimately, R.J. Reynolds terminated
16 the program without notice, and we --

17 THE COURT: Do you really want to talk about that
18 and your attorney fees that were cut?

19 MR. EAGEL: No. I really just wanted to tell
20 you that -- I'm sorry. I wanted to just tell you that it
21 was one of the cases we had. It was a consumer case, and
22 the attorneys fees is -- it's more, sort of, just that we've
23 had some consumer experience. That's all. Yes, we have
24 succeeded in obtaining attorneys fees, but that really was
25 more so -- I was trying to really just touch on the consumer

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 experience.

2 I think in terms of Your Honor's questions
3 regarding our ability to interact with other counsel and as
4 well as counsel for the defendants and counsel in the other
5 cases, I think that we have had experience in all of those
6 areas.

7 I think, first, with respect to counsel in the
8 other securities cases, we have worked with counsel and
9 throughout the country in a number of different securities
10 cases. I do think there would be some overlap through
11 discovery. There might be depositions, since some of the
12 issues are related as it relates to the disclosure claims,
13 that while they touch on similar issues that might require
14 coordinated discovery, coordinated deposition, coordinated
15 document discovery.

16 I think in terms of -- excuse me -- in terms of
17 coordination -- and I guess I spoke a little bit about
18 myself. I didn't get to tell you anybody else who is going
19 to be on the case. I would be on the case, leading the
20 case. In addition, our firm would have David Stone. He's
21 been with us for about, I would say, close to eight or
22 nine years, and he would -- he's practicing law for about
23 25 years. He will also be involved. Melissa Fortunato has
24 been with us. She submitted the affidavits. She will work
25 for about -- she's been out about six years. She will be on

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 the case. I think we have Todd Henderson, who is also a
2 more junior lawyer. He will be on the case. I expect that
3 one of the things we're prepared to do is to devote the
4 resources that's necessary to prosecute the case.

5 We've also, as Your Honor knows, been supported in
6 leadership in this case by both the Johnson Fistel firm and
7 the Weiser firm. Okay. We are not seeking lead on their
8 behalf, but we are supported by them. And they have in
9 fact -- and part of --

10 I know Your Honor asked about, well, any
11 leadership, how would we envision leadership amongst the
12 group of attorneys here. We were not able to come to an
13 agreement amongst the attorneys here as to how -- a
14 leadership structure. Often that involves who is going to
15 lead the charge, often involves economics, and certainly is
16 something I think that we concluded that we felt we could.
17 We had -- we had the right theory. We had the right client.
18 We felt we were committed to pursuing the case. We were
19 supported by Johnson Fistel and have nothing negative to say
20 about the other attorneys here, frankly. It is not that the
21 attorneys here are bad attorneys. It's just we had to
22 just -- we think these cases are effectively managed when
23 run by lead counsel who is sort of taking charge, running
24 the show, and not necessarily splitting authority amongst
25 ten or, you know, five or six different firms. It just

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 happens. And that was what we were planning. We did feel
2 like we had support from the Johnson Fistel firm and the
3 other firm as well.

4 And I think that's really why we are here. We
5 just didn't reach an agreement. I know other counsel will
6 say they all reached out to try to come to some agreement.
7 I think we were prepared to try to come to some agreement,
8 but I think economics as well as just the desire to lead the
9 case and desire to be the one making the decisions was part
10 of what led us to where we are.

11 THE COURT: Okay.

12 MR. EAGEL: I think in terms of --

13 (Mr. Hartlieb entered the courtroom.)

14 THE COURT: Mr. Hartlieb?

15 MR. HARTLIEB: Here, Your Honor.

16 THE COURT: Welcome. We will get to you. I just
17 assumed that, that you were you. And so just have a seat.

18 MR. HARTLIEB: Thank you, Your Honor. Thank you.

19 THE COURT: And we will get to you in a little
20 bit.

21 I am sorry, counsel. Go ahead.

22 MR. EAGEL: So I did want to just talk a little
23 bit about why we think, in addition to Mr. Ault, our firm is
24 the proper, sort of, selection in this case. It's a
25 close -- it's a close question, and I am here trying to tell

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 you that I think we will do the best job. We will work hard
2 at it.

3 We filed -- as you can see from this little
4 schedule, one of the things it does say is we made a demand
5 in September 2017, the first demand made by anybody in the
6 case. We also have a long-time shareholder.

7 I think one of the things we have -- and I think
8 Your Honor may have asked a little bit about Mr. Tansey.
9 Again, he didn't submit an affidavit. And one of the things
10 that we did point out in our briefing was the fact that, in
11 fact, he filed --

12 THE COURT: District of Minnesota.

13 MR. EAGEL: Yeah, which is a district that doesn't
14 have personal jurisdiction over the defendant in this case
15 or, in fact, it's -- you know, you would have to ask -- ask
16 Tansey why they would file in the District of Minnesota,
17 other than we understand there was an MDL here, but you've
18 got to have jurisdiction, and I don't believe there's
19 jurisdiction under the *Bristol-Myers* case we cited and
20 discussed in our brief. We think that's an opportunity for
21 the defendants to raise another issue in support of their
22 motion to dismiss that shouldn't be before us.

23 We do expect much of the discovery to occur in
24 Louisiana. We have, you know, we will be --

25 THE COURT: It's warmer here.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 MR. EAGEL: Well, I don't know about that. I have
2 a feeling defendants may say differently, but I think that's
3 where a lot of the discovery will be.

4 Let me talk a little bit about the Inter-Marketing
5 Group. I mentioned the fact that they had -- they were a
6 corporation and that they were -- that there's a risk of
7 selling the shares. And I think -- I think Your Honor knows
8 that the Inter-Marketing Group originally moved to be lead
9 as in connection with their bondholder case. They pursued
10 that, and this was sort of the backstop, sort of, let's go
11 the second route. And as you can see from the chart here,
12 they didn't actually file the demand until 2018. And so
13 that's over a year after we made the demand to the special
14 litigation committee. And they didn't file their complaint
15 until December 26, 2018.

16 So while I think they are all fine lawyers, I
17 think we've showed through the way we have prosecuted the
18 case that we have prosecuted properly, you know, and that we
19 have the resources to lead the case.

20 THE COURT: Appreciate it.

21 MR. EAGEL: Thank you, Your Honor.

22 THE COURT: Thank you.

23 Good morning.

24 MR. FEDERMAN: Good morning, Your Honor. William
25 B. Federman, Federman & Sherwood, on behalf of the IMG

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 Group.

2 If I may, Your Honor, I'll address any questions
3 you have; otherwise, I would like to respond, if I might, to
4 some of the comments by other counsel.

5 The Bragar Law Firm I am not familiar with,
6 although I was told they played a role in one or two of my
7 other shareholder derivative cases. By reputation, they
8 seem like a good firm. The only problem, if there is one,
9 with the Bragar firm is I couldn't get a phone call returned
10 or an email responded to. I had to call Mike Fistel, one of
11 their supporting lawyers, twice, Your Honor, to have someone
12 from their law firm return my call. I don't know why that
13 is, but that's not a good way to present yourself, as you
14 know, if you are going to be a lead counsel.

15 In the briefing filed by the Bragar firm,
16 Document 343 at page 15 of 17, they note that they did not
17 reach out to me or my firm to try to work anything out here.
18 I did repeatedly try to get them to the table to talk about
19 a structure here. I finally got a phone call. I made a
20 proposal. They were going to get back to me, which they did
21 not do.

22 Mr. Aguilar and I have known each other for a long
23 time. We have had plenty of cases together, which, frankly,
24 surprises me in their pleadings, Your Honor, on
25 Document 358, page 6 and 7, they say that they are not

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 familiar with the results of any of our cases, which is odd.
2 It may have been the same associate who filed in the wrong
3 jurisdiction.

4 I was co-counsel with the Robbins firm in *Cell*
5 *Therapeutics* in the Western District of Washington, Your
6 Honor.

7 I worked closely in the *Dynavax* case, Alameda
8 County, California, where they filed in federal court, I
9 filed in state court. We worked closely. I presented the
10 settlement. We had an objector. The settlement was
11 sustained. They asked me to make the presentation.

12 In the case of *Hemispherx*, Eastern District of
13 Pennsylvania, we were co-counsel.

14 In the *Spectrum* lawsuit, Clark County, Nevada,
15 they filed in state court, I filed in federal court. They
16 asked me, Your Honor, to make an appearance on behalf of
17 their client in state court to present the settlement for
18 approval to the court.

19 And then there's the *SandRidge Energy* case,
20 Western District of Oklahoma, that Mr. Aguilar is very
21 familiar with. I was part of the leadership structure of
22 that case before Judge Lee R. West, one of the finest
23 federal trial judges on the bench, now senior status.
24 Mr. Aguilar filed in state court where he was stayed after
25 initial activity. He then pursued nothing other than his

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 fee application before the Western District of Oklahoma,
2 where he lost and the judge poured him out. He then took it
3 up on appeal to get his fee. And I spoke to him. I asked
4 him if he wanted me to intercede on his behalf. He said no.
5 And he wound up losing, getting no fee in the case, even
6 though he did provide services in the case.

7 So to come to the court and now say we don't know
8 anything about the Federman firm just smacks of lack of
9 candor. I would look forward to working with these counsel.

10 T.J. McKenna. Your Honor, his firm was part of
11 the *Spectrum* group of law firms. He and I are co-counsel in
12 the case. It's a small bar when you get into this practice
13 area.

14 Now, if you say, well, Mr. Federman, what
15 distinguishes you and your firm from these other lawsuits, I
16 would say, first and foremost, I will be the first person
17 standing for the plaintiffs at trial and I will be the last
18 to sit for the plaintiffs at trial. I will be working with
19 other lawyers within my firm, particularly Sara Collier, who
20 George knows very, very well. She has done nothing but --

21 THE COURT: Please, no first names. Please. No
22 first names.

23 MR. FEDERMAN: Ms. Collier.

24 THE COURT: No first names.

25 MR. FEDERMAN: Oh, I am sorry. Mr. Aguilar.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 THE COURT: Thanks.

2 MR. FEDERMAN: Excuse me.

3 Sara Collier from my firm has been practicing
4 shareholder derivative litigation exclusively for 13 years.
5 She's worked very, very closely with numerous attorneys at
6 the Robbins Arroyo Law Firm.

7 If you say, well, Mr. Federman, what concerns do
8 you have? Well, obviously, his client having 13 shares, and
9 I think I heard that right, is somewhat of a concern. And I
10 understand now why he sought for only lawyers to be
11 appointed and not a client, but that doesn't matter to me.
12 They're a good law firm. I would welcome them in part of a
13 structure. Having multiple partners billing to the case may
14 or may not be necessary. That's something that Mr. Aguilar
15 and I could discuss.

16 As far as the Bragar Law Firm goes --

17 THE COURT: Why don't you tell me, after I denied
18 a motion, it took you six months to file.

19 MR. FEDERMAN: Your Honor, there, frankly, was no
20 rush to file. They talk about the vigor in pursuing the
21 case, but in fact nothing has happened to this case other
22 than more facts have come out. A shareholder derivative
23 case is not like a class action. It's not the first to
24 file. Inter-Marketing Group, which they say did not pursue
25 with vigor, is in the exact same spot, except with a better

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 drafted complaint than the Bragar Law Firm, because we had
2 more facts on which to base the complaint. There was no
3 reason to file early other than to stand in front of the
4 court and say we filed first. I am sure if they file enough
5 derivative cases that they were filed third or fourth in
6 order. Robbins Arroyo has filed six, seven months after
7 other law firms in some of my cases, and I have welcomed
8 them into the structure. I spoke to Mr. Aguilar in the
9 hallway again, after having reached out to him earlier, and
10 said do you want to work something out here. And he said
11 no. So, you know, I will work with him.

12 Now, you asked about the differences. MDL
13 experience, Your Honor. I think in this group I am the only
14 one who has been lead counsel in multiple MDL consumer
15 cases. Judge Gwin in the Northern District of Ohio
16 appointed me over the *Sonic* data breach case as the sole
17 lead counsel with seven PSC members from around the country,
18 including New York counsel, Louisiana, South Carolina. It's
19 a good diverse group. And I'm lead in that case. The
20 *Samsung* washing case, Your Honor, is a massive case. We
21 have counsel from around the country on the PSC. Judge
22 DeGiusti in the Western District of Oklahoma. I am co-lead
23 counsel with a Lief Cabraser case.

24 I have reached out to the consumer part of this
25 case in the MDL because I think particularly the arbitration

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 issue is important to the derivative case, because if it's
2 forced into arbitration, we lose access to a great deal of
3 discovery. And I know Mr. Bragar discussed how they will
4 coordinate depositions and we could attend them, but if
5 there are no depositions, it becomes a bigger issue. So we
6 have reached out to those attorneys. We have reached out to
7 the class action counsel. I know Max Berger very well.

8 But, Your Honor, where it comes down is I'll work
9 with these other firms. We will efficiently handle this
10 case. If you say, well, what's the advantage of being in
11 the central part of the United States? Cost of doing
12 business, Your Honor. Our billing rates are very
13 competitive. I have got a specialist in Ms. Sara Collier,
14 who they have worked with. T.J. -- excuse me. Mr. McKenna
15 speaks with her periodically. We're co-counsel on a case
16 now. I think all these firms have had good results in
17 cases. I am not going to say otherwise.

18 Mr. Bragar's law firm has a client who literally
19 has less than a one percent investment position compared to
20 IMG in this case. There is no commitment by any other
21 plaintiff to hold stock throughout this proceeding. As
22 Mr. Bragar discussed with you, his client could lose
23 standing at any time. A 13 shareholder? A 13-share
24 shareholder could sell at any time. Mr. Bragar's client
25 with less than 300 shares could decide to sell at any time.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 IMG, who he criticizes for some perceived lack of standing,
2 where all he had to do was call me, just give me a call, I'm
3 available, and say, Bill, is there a -- or, Mr. Federman, is
4 there an investment policy for IMG that will cause this
5 company to sell? And I would have said no, there is none.
6 Instead, he makes a fanciful argument, which has no basis.
7 And as the court knows, for a trial attorney, candor,
8 accuracy and evidentiary value matters.

9 So here we stand, Your Honor, in front of you
10 ready to serve in a capacity of either lead counsel with a
11 three-member executive committee or I will be co-counsel and
12 gladly do that.

13 As far as resources, we have dropped from 18
14 attorneys at the Robbins Arroyo firm to some number of
15 multiple partners and an associate.

16 Your Honor, we just resolved the case in front of
17 Judge Consuelo Marshall in the Central District of
18 California, a very fine judge. It took five years to do it.
19 We had a trip to Pasadena to the Ninth Circuit. Sullivan &
20 Cromwell was on defense. And the case was resolved
21 favorably for the plaintiffs, a \$13 million recovery. Fees
22 were awarded at 28 percent, which is above the benchmark of
23 the Ninth Circuit, as you may be aware. We had an
24 institutional client there, who was a corporation. Every
25 institutional client, Your Honor, is either a trust or a

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 corporation. That's why they're an institutional client.
2 So if you would like to call a judge that knows my firm and
3 the quality of work we do, Judge Marshall would be a perfect
4 one. She approved the settlement last week.

5 That also frees up both resources, i.e., cash, as
6 well as attorney time. We are committed to this case.
7 Ms. Collier will be on this case nearly exclusively. This
8 is a big case. There are a lot of moving parts in it with
9 the investigation by the AG. It's a large board.

10 I would welcome the assistance of these other law
11 firms, if they want to continue to participate. I look
12 forward to working with the Bragar firm. I have no issue
13 other than admiration for Mr. McKenna, who has been my
14 co-counsel. He returns calls. He responds. He does his
15 work on time. It doesn't take that much to work
16 cooperatively. And we have shown we do that in other cases
17 in MDLs, and that's why we have been selected. I am not a
18 jack of all trades. We restrict our practice to certain
19 areas, and those areas are shareholder derivative cases,
20 securities class actions and consumer cases.

21 I have over the years practiced in other areas.
22 I'm right now co-counsel in a police shooting case out of
23 Bixby, Oklahoma, where a police officer lit up a 16-year-old
24 boy and killed him with eight shots, and I am assisting a
25 lawyer who came to me for financial backing and assistance

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 in complexity of his case. I am glad to help other
2 attorneys. And that's how I'd approach this case, Your
3 Honor.

4 THE COURT: Thank you.

5 MR. FEDERMAN: Do you have any questions?

6 THE COURT: Thank you.

7 MR. FEDERMAN: Thank you very much.

8 MR. MCKENNA: Good morning, Your Honor.

9 THE COURT: Good morning.

10 MR. MCKENNA: Thomas J. McKenna. I represent
11 three individuals who are stockholders of the company.
12 Thank you for having us here today.

13 These lead plaintiff contests always make me
14 nervous too because arguments are made that could only help
15 the defense.

16 I reached out to all the firms here -- I am
17 familiar with all the firms; I have worked with all the
18 firms -- to see if we could make a structure. We were not
19 successful. It doesn't mean it couldn't happen.

20 I have worked with Mr. Federman, as he's told you,
21 many times. And when I saw his papers that he represented
22 an institution, a corporation that holds 2,600 shares, that
23 the man has submitted a sworn statement that he will not
24 sell, because standing is a problem -- I have a case in
25 Chicago where my client promised me they were never going to

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 sell and had no intention of selling, then they sold. I had
2 to drop him out of the case. So I'm aware of those
3 problems, as well as probably happened to everyone. So that
4 impressed me, a sworn statement of a corporation they're
5 going to hold the shares. So I agreed to pull back and
6 support Mr. Federman in whatever way he needs.

7 My local counsel, Mr. Perry, has worked with me on
8 a number of cases in this district. We have been before
9 Judge Schiltz a few times. We have been before Judge
10 Ericksen. We have been before Judge Tunheim and Judge Doty.
11 He also is prepared to be liaison counsel, if Your Honor
12 thinks that's appropriate, and he will serve under
13 Mr. Federman as well.

14 So I would just say one other thing too, you know,
15 not -- no one has all the answers, and often the best
16 answers come from collaboration. I had a law professor who
17 gave us a take-home test. The class was divided in two.
18 The other kids took their test with their professor in
19 class. We got the take-home. They were up in arms. They
20 thought it was easy. It was the hardest test I ever took.
21 And we sat in my living room, like six of us, and we came up
22 with, you know, decent answers, but by ourselves we had no
23 chance on that test because it was just too deep. There
24 were too many levels. And I learned from my professor that
25 the best -- the best answers come from collaboration, and I

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 would like to see that happen here, judge.

2 THE COURT: All right. Thank you.

3 Anyone else?

4 MR. EAGEL: Your Honor, just one thing. I just
5 wanted to say, one, I'm Mr. Eagel. I know that --

6 THE COURT: I can't hear you. Come to the podium.

7 MR. EAGEL: Just, one, I really did just want to
8 say, one, I'm Mr. Eagel as opposed to Mr. Bragar. I think I
9 was referred to as Mr. Bragar a few times. I didn't want
10 there to be any misunderstanding from Mr. Federman.

11 And, two, I did want to make sure that the court
12 was aware it's not that we've never worked with anybody or
13 unwilling to work with other people. We couldn't reach an
14 agreement based on the parameters that were being discussed
15 at the time. We have worked with counsel many times. I
16 have -- don't have bad words to say about the people that
17 are here. They have all been good lawyers, and they have
18 spoken well. It's we have -- in terms of communications,
19 there were communications that were being made by other
20 attorneys to Mr. Federman. There were communications -- if
21 there was a breakdown, it could have been because of some
22 desire as to who was -- discussions with Robbins Arroyo. I
23 mean, the discussions that occurred, we just couldn't reach
24 an agreement, but there's no desire not to reach an
25 agreement or not to work with people. We have worked

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 consistently with other firms and would continue to do so.

2 I just wanted to make sure that was clear, Your Honor.

3 Thank you.

4 THE COURT: Thank you.

5 MR. AGUILAR: One last thing, Your Honor. I am
6 sorry. I just wanted to -- my co-counsel --

7 THE COURT: Well, you have to respond to -- I
8 think someone said some associate misfiled the case in
9 Minnesota.

10 MR. AGUILAR: That wasn't us.

11 THE COURT: Okay.

12 MR. AGUILAR: No, we did not misfile. We did file
13 in Minnesota. It wasn't misfiled.

14 THE COURT: Well, and you didn't -- maybe I didn't
15 say it right. Counsel said that -- he was taking a dig at
16 your firm.

17 MR. AGUILAR: Yeah.

18 THE COURT: It's that you don't know what you are
19 doing.

20 MR. AGUILAR: Right.

21 THE COURT: And that you had an associate file it
22 in Minnesota.

23 MR. AGUILAR: That's not the case.

24 THE COURT: And so you are going to have to
25 respond to that.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 MR. AGUILAR: Sure.

2 At the moment there is no finding with respect to
3 jurisdiction on any of the cases, personal, general,
4 specific. So that's not to say we couldn't establish
5 jurisdiction with the currently pending complaint. However,
6 in the end in an MDL we are going to consolidate the cases
7 and have plaintiffs who had filed in Louisiana, filed in
8 Minnesota, and so it becomes a moot case, because if you
9 don't have jurisdiction as alleged by one of the plaintiffs,
10 there's another plaintiff who had alleged previously
11 Louisiana jurisdiction and that might arise and provide the
12 jurisdiction in this case. So in an MDL that's not as
13 critical as you would -- as it would be in a stand-alone
14 litigation.

15 So I don't believe we've misfiled. I approved the
16 filing. It was here in Minnesota. It's entirely possible
17 we can establish Minnesota jurisdiction here, but it's also
18 possible in an MDL we would be able to establish
19 jurisdiction through the filing of the Louisiana cases. So
20 I think it's a lot less important in this context than it
21 may be otherwise.

22 And then, secondly, I just wanted to point out, as
23 my local counsel reminded me, we were involved as co-lead
24 counsel in the derivative case against Target in the data
25 breach cases. That had an MDL, that was an MDL, and had a

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 consumer case component, and Judge Magnuson presided. So if
2 you wanted to talk to him, that would be perfectly
3 appropriate.

4 And that's all I have.

5 THE COURT: Anyone else?

6 MR. MCKENNA: No, judge.

7 THE COURT: All right. Let's move on to the other
8 case, let's recall it, that was just dealing with
9 Mr. Hartlieb. Let's call that again.

10 COURTROOM DEPUTY: Tansey versus Perry, et al.,
11 Case No. 18-cv-2460.

12 THE COURT: Mr. Hartlieb, come forward.

13 MR. HARTLIEB: Thank you. Thank you, Your Honor.

14 THE COURT: Good morning.

15 MR. HARTLIEB: Good morning.

16 I would just like to say that I apologize to the
17 court for being late. I was up bright and early and ready
18 to go, had breakfast, went to put a suit on, had no dress
19 shirt, ran to Nordstrom Rack, pounded on the door, got them
20 to open five minutes early, got the dress shirt. And let's
21 just say one wrong turn in the skyway and you are in serious
22 trouble, especially a California guy.

23 THE COURT: So you were in St. Paul? No. I
24 understand. Don't worry about that.

25 MR. HARTLIEB: Thank you, Your Honor.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 Does Your Honor have any questions?

2 THE COURT: I travel quite a bit and --

3 MR. HARTLIEB: It was a rookie mistake.

4 THE COURT: No. It's amazing how many times I've
5 forgotten a tie.

6 MR. HARTLIEB: Thank you, Your Honor.

7 THE COURT: So I understand, yes.

8 MR. HARTLIEB: Does Your Honor have any questions
9 for me or -- okay.

10 THE COURT: No. Proceed with what you want.

11 MR. HARTLIEB: Okay. As Your Honor knows, in the
12 amicus brief I lay things out that shows a pattern, a course
13 of conduct over many years. I, as a shareholder, have had
14 to defend my interests against the likes of Robbins Arroyo
15 and more recently the Weiser Law Firm.

16 I am now in litigation with the Weiser Law Firm
17 because of the chicanery that transpired in the Kansas
18 court. That case went all the way up to the Kansas Supreme
19 Court. We had oral arguments at the Kansas Supreme Court.
20 They were admonished, although there is no transcript of
21 that hearing, which I am very dismayed over.

22 And, also, I think that the Robbins firm and I
23 believe, you know, Weiser as well, but especially the
24 Robbins firm, given the long history I have had having to
25 defend my interests against those cases that were

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 lawyer-driven, plaintiffs that had no shares, no standing
2 whatsoever, representing -- I had 8, \$900,000 in losses in
3 Sirius. So the way I have gotten involved in this is I see
4 someone that falsely purports to represent the shareholders'
5 interests or the corporation, the shareholders derivatively,
6 and then I see no meaningful relief or nearly illusory
7 relief and a tremendous amount in attorneys fees. And in
8 the Kansas case, I mean, I was subjected, I was -- my
9 character -- I mean, I ended up having to defend my
10 character, and I wasn't the one that did anything wrong.
11 You know, I mean, it's unbelievable the attacks that I took,
12 so -- but it does nothing to dissuade me. It just
13 galvanizes my convictions and strengthens my resolve.

14 I have been on a quest to expose this
15 lawyer-driven litigation and the strong-arm tactics of firms
16 like Robbins Arroyo. And I'll tell you, I think the reason
17 that they get away with it is because of who, you know, the
18 Robbins Geller firm is. I mean, they are a very prominent
19 firm. And I know many, many attorneys that are very unhappy
20 with what goes on at Robbins Arroyo, but they are afraid to
21 cross them. So I am the one that's out here. You know, I
22 am speaking my mind, because I have been a victim of them so
23 many times, and I intend to continue.

24 And with regard to the amicus brief, I didn't have
25 a full service, the notice, you know, who to serve everyone.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 And I understand that it could be prejudicial because they
2 haven't had a chance to respond, but I welcome a response.
3 That said, if the firms would like to give me a list of
4 their forthcoming cases in which they are seeking leave, I
5 could be certain to notify everybody timely and I wouldn't
6 have to prepare, stay up all night, all weekend long, to try
7 to draft an amicus brief and get it to the court and then,
8 you know, fly in.

9 THE COURT: Okay. Anything else you wish to tell
10 me?

11 MR. HARTLIEB: I mean, basically, that's it in a
12 nutshell, Your Honor. I think that it's time that, you
13 know, the corruption that's rife throughout derivative
14 litigation needs to be cleaned up.

15 The other issue that I tread lightly on, but I
16 just don't understand why an esteemed federal court judge,
17 after fraud was committed in the case, he submitted a sworn
18 declaration affirming those fees. I don't understand how it
19 is that a mediator who is supposed to be, you know,
20 nonbiased -- I don't think it's proper for a mediator to
21 affirm fees, you know, whether just or unjust, in my
22 opinion, because it creates at least the illusion of a
23 conflict of interest.

24 And then it's -- I'm dismayed by the fact that
25 during the course of the Kansas case that, you know, Judge

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 Phillips did not send a declaration retracting his support
2 for the fees because they were found to be completely
3 fraudulent, 1.6 million of which by a convicted felon and
4 disbarred attorney. And, Your Honor, I know for a fact that
5 the Weiser firm knew who Mr. Silow was and that will come
6 out, you know, during the course of litigation. And I am
7 pretty certain that the Robbins Arroyo firm knew who he was
8 as well.

9 These firms, when these firms are up to no good,
10 when they are billing illusory hours -- you know, if I had
11 30 minutes with Your Honor in chambers, I could give Your
12 Honor a lot more information with regard to Cardinal Health,
13 an attorney by the name of Colton, things that have happened
14 at the Robbins Arroyo firm that are extremely troubling,
15 extremely troubling.

16 So I ask Your Honor to consider like the Kansas
17 court did. I understand I am pro se. I understand I don't
18 have a legal background. But the Kansas court took my
19 allegations, you know, sincerely and gave me the opportunity
20 to prove what I alleged early on, that there was fraud being
21 committed in that case.

22 THE COURT: Okay.

23 MR. HARTLIEB: Thank you, Your Honor.

24 THE COURT: Thank you.

25 MR. HARTLIEB: Thank you.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 THE COURT: Counsel, do you wish to be heard?

2 MR. AGUILAR: Yes, Your Honor.

3 Unfortunately, this is what Mr. Hartlieb does. He
4 has done this before. He filed the last-second pleading in
5 a case before the Delaware Chancery for which I had and my
6 firm had placed an application for lead counsel, again, last
7 second, last minute, all sorts of parade of horrors that
8 our firm supposedly committed. And at the time Chancellor
9 Strine, before his elevation to the Supreme Court, saw the
10 matter, heard the matter, he dismissed it and didn't take
11 into account any of the -- any of the allegations, any of
12 the pleadings. They were as fanciful as they are in this
13 instance, delusory in many instances and certainly
14 libelous and slanderous. And he went ahead and appointed us
15 and me as lead counsel. We obtained a \$68 million default
16 judgment in the case. We didn't apply for attorney fees and
17 won't until we are actually able to collect on the judgment.
18 But Mr. Hartlieb has no answer for the hundreds of cases
19 where we've successfully settled, where we have had
20 complimentary reviews by the judges involved.

21 The process by which these cases get resolved is
22 closely monitored by the court. There's a reason for that.
23 And in this particular instance, and specifically I am
24 talking about the *Sprint* instance, there was a settlement in
25 the case that the court approved as reasonable, fair and

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 adequate to the company and its shareholders and to the
2 plaintiffs. The settlement was approved. The court had a
3 problem with the fee application, even though the fee
4 application was negotiated with the direct intervention of
5 the mediator, Judge Phillips, and we had declarations from
6 corporate governance experts who also vouched for the value
7 of the reforms involved. Now, again, and it's perfectly
8 appropriate, the judge in Kansas determined, you know, that
9 wasn't good enough, and he has asserted his discretion and
10 judgment and determined that there shouldn't be an
11 application for the fees at anywhere near the amount that we
12 applied for. We appealed that, lost that. We didn't --
13 there was no argument in front of the Kansas Supreme Court.
14 So, you know, the system worked. The process worked. The
15 court reviewed it. Everyone presented their arguments, and
16 the court ruled.

17 In the instance of the disbarred lawyer,
18 unfortunately, the Weiser firm had retained and vetted
19 somebody who purported to be an attorney, was a prominent
20 doc reviewer in the case, and all he did was review
21 documents. We didn't vet him. We didn't employ him. He
22 wasn't part of our sphere of lawyers working on the case.
23 And, unfortunately, it turned out he had misrepresented his
24 status. He was criminally prosecuted. He was -- and had
25 served a sentence for defrauding the court and defrauding

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 the public as a purported attorney. So, again, the process
2 worked.

3 And there's no, again, there's -- aside from the
4 matters that he brought before you in the pleading that he
5 lodged this morning, in which we received, again, late last
6 night by email, that doesn't account for the hundreds of
7 cases we have resolved successfully and had approved by the
8 court, through the court's own vigorous and careful scrutiny
9 over what had occurred in the case. And that's a record
10 that we stand on and is appropriately before Your Honor in
11 our application for lead counsel.

12 THE COURT: All right. I'll give you a week to
13 respond in writing. It will be the 13th of March.

14 MR. AGUILAR: Thank you.

15 THE COURT: By 12 noon.

16 All right. Anyone else wish to be heard on this
17 issue?

18 Mr. Hartlieb, do you want to have the last word
19 here?

20 MR. HARTLIEB: Thank you, Your Honor.

21 You know, I may be a lot of things. Delusional is
22 not one of them. That being said, the court should also
23 take into consideration that Mr. Aguilar would like to blame
24 the Weiser firm for what transpired, but the Robbins Arroyo
25 firm was the one -- all the fraud was committed in

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 fraudulent document review. Basically, the entire
2 \$4.5 million was for document review that was illusory. All
3 of this was under Robbins Arroyo's supervision. They were
4 running the case behind the scenes. They negotiated the
5 case management, you know, agreement, and they were
6 controlling all of the document review.

7 The other thing is, I ask the court to consider
8 this. The allegations that I make against these firms are
9 very serious allegations. He says that I am libeling him,
10 slandering him and defaming the firm. I have asked
11 Mr. Aguilar on numerous occasions if they would like to sue
12 me, I will waive service.

13 I am perfectly happy for you -- if you want to
14 commence an action, then I will get the discovery --

15 THE COURT: Speak to me.

16 MR. HARTLIEB: Then I will get the discovery that
17 I need to finally put an end to this, all of this, you know,
18 unjust enrichment, you know, literally bastardizing our
19 judicial process.

20 THE COURT: Okay.

21 MR. HARTLIEB: Thank you.

22 THE COURT: Thank you.

23 All right. Anyone else wish to speak on any
24 issues? If not, I will take this matter under advisement.

25 MR. AGUILAR: Thank you, Your Honor.

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

1 MR. FEDERMAN: Thank you, Your Honor.

2 THE COURT: Thank you.

3 COURTROOM DEPUTY: All rise.

4 (Court adjourned at 10:42 a.m., 03-06-2019.)

5 * * *

6 I, Renee A. Rogge, certify that the foregoing is a
7 correct transcript from the record of proceedings in the
8 above-entitled matter.

9 Certified by: /s/Renee A. Rogge
10 Renee A. Rogge, RMR-CRR

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

RENEE A. ROGGE, RMR-CRR
(612) 664-5107

EXHIBIT 28

Begin forwarded message:

From: "Michael Hartleib" <mjhartleib@gmail.com>
To: "Boren, Jill, DCA" <Jill.Boren@jocogov.org>
Cc: "MSK@HFMLEGAL.COM" <MSK@HFMLEGAL.COM>,
"PERRY.BRANDT@BRYANCAVE.COM" <PERRY.BRANDT@BRYANCAVE.COM>,
"MARK.MCGRORY@ERISEIP.COM" <MARK.MCGRORY@ERISEIP.COM>,
"DOCKETING@ERISEIP.COM" <DOCKETING@ERISEIP.COM>, "Chuck Schimmel"
<chuck@wrightschimmel.com>, "George C. Aguilar" <GAguilar@robbinsarroyo.com>, "Jay
Razzouk" <jrazzouk@robbinsarroyo.com>, "Robert Weiser" <rweiser@weiserlawfirm.com>,
"Brett Stecker" <bdstecker@weiserlawfirm.com>, "Alfred G. Yates jr." <yateslaw@aol.com>,
"Robert Schubert" <rschubert@schubertlawfirm.com>, "Willem F. Jonckheer"
<wjonckheer@schubertlawfirm.com>, "James M. Ficaro" <jficaro@weiserlawfirm.com>,
"tom@dollar-law.com" <tom@dollar-law.com>, "Dustin Schubert"
<dschubert@schubertlawfirm.com>, "Brian J. Robbins" <BRobbins@robbinsarroyo.com>
Subject: FW: Emailing: Amicus Curiae Centurylink

Dear Ms. Boren, I hope this email finds you well. I thought that the Honorable Vano would be interested to know that my quest to expose lawyer driven litigation and corruption rife throughout the Plaintiffs Bar continues. Attached is an Amicus Brief filed in Minnesota, and transcript of the hearing before the Honorable Michael J. Davis. In addition, I have initiated legal action against Weiser and representative plaintiff Ross-Williams as outlined in the attached complaint.

I am a shareholder in Centurylink, and once again forced to defend my interest against these firms. Weiser is hiding behind a New York firm in an attempt to manage cases behind the scene, and Robbins Arroyo seeks lead with a plaintiff holding 13 shares of a fourteen dollar stock. Clearly this case would become yet another that is entirely lawyer driven. Wherefore, no party would seek Counsel for redress with less than \$300 dollars in damages. Once again, proving the case would be entirely lawyer driven. To hear Mr. Aguilar describe what transpired in Kansas is clearly misleading the Minnesota Court. Maybe Judge Vano would be interested in setting the record straight before the Court appoints lead Counsel in the aforementioned case.

Interestingly, I received an anonymous letter last night which details an

elaborate scheme by Weiser et.al. to procure "Relators" in Qui Tam cases. It involves the use of several LLC shell corporations set up for the sole purpose of soliciting information under false pretenses to facilitate lawyer driven Qui Tam cases. This has resulted in the DOJ filing a motion to dismiss 11 active cases, filed by Weiser et.al. including ABBVIE. The level of sinister is truly unbelievable, some of which is outlined in the attached Motion to dismiss by the Feds!

Lastly, I would like to express my gratitude to Judge Vano, I am, and remain incredible grateful for allowing me to be heard, and finding my arguments compelling. I will continue my quest to expose and reform the corruption rife throughout Derivative litigation.

With the Utmost Respect,

Michael Hartleib (646) 494-5901

EXHIBIT 29

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 1 of 14

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

IN RE: CENTURYLINK SALES
PRACTICES AND SECURITIES
LITIGATION

MDL No. 17-2795 (MJD/KMM)

This Document Relates to
Civil File Nos. 18-2460, 18-2833,
18-2834, 18-2835, 19-263, 19-284

MEMORANDUM OF LAW & ORDER

Shawn M. Perry, Perry & Perry, PLLP, and Thomas J. McKenna and Gregory M. Egleston, Gainey McKenna & Egleston, Counsel for Plaintiffs Sona Andresian, Glen Walker, and Michael Barbree.

William B. Federman, Federman & Sherwood, and Gregg M. Corwin, Gregg M. Corwin & Associate Law Office, PC, Counsel for Plaintiff Inter-Marketing Group USA, Inc.

George C. Aguilar and Brian J. Robbins, Robbins Arroyo LLP, and Garrett D. Blanchfield, Reinhardt Wendorf & Blanchfield, Counsel for Plaintiff Edward Tansey.

Lawrence P. Eagel, David J. Stone, and Melissa A. Fortunato, Bragar Eagel & Squire, P.C., Counsel for Plaintiff Tim Ault.

Michael I. Fistel, Jr., Johnson Fistel, LLP, Counsel for Plaintiff Neil T.S. Flanders.

James M. Ficaro, Robert B. Weiser, and Brett D. Stecker, The Weiser Law Firm, P.C., Counsel for Plaintiff Dennis Palkon.

I. INTRODUCTION

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 2 of 14

This matter is before the Court on Plaintiff Inter-Marketing Group USA, Inc.'s Motion to Consolidate Related Shareholder Derivative Action, Appoint Lead or Co-lead Plaintiff, and Approve Its Selection of Lead or Co-lead Counsel [Docket No. 330]; Application by Plaintiff Edward Tansey for Appointment of Lead and Liaison Counsel in Consolidated Derivative Action [Docket No. 332]; and Plaintiff Ault's Motion for Appointment of Lead Plaintiff and Lead Counsel [Docket No. 342]. Also before the Court is Michael Hartleib's Motion for Acceptance of Amicus Curiae Brief in Oppos[ition] to the Appointment of the Robbins Arroyo and Weiser Firms as Lead Counsel and Notice of Intent to Attend the Hearing on 3-6-19. [Docket No. 381]

The Court heard oral argument on March 6, 2019.

II. BACKGROUND

A. Overview of the Consolidated Derivative Action

On June 6, 2018, Plaintiff Neil Flanders filed a verified derivative complaint against Nominal Defendant CenturyLink, Inc., ("CenturyLink") and its officers and directors in the Western District of Louisiana. Later that same day, Plaintiff Tim Ault filed a similar action in the same court.

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 3 of 14

Plaintiffs Michael Barbree, Glen Walker, and Sona Andresian filed a similar complaint in the same court on July 3, 2018. On August 23, 2018, Plaintiff Edward Tansey filed a similar derivative action in the District of Minnesota.

On October 3, 2018, based on an order from the Judicial Panel on Multidistrict Litigation (“JPML”), the Flanders Action, Ault Action, and Barbree Action were transferred to the District of Minnesota for inclusion in the CenturyLink MDL. [Docket No. 285]

On December 4, 2018, this Court entered an order consolidating the four derivative actions that had been filed in or transferred to this Court: Tansey v. Perry, Civil File No. 18-2460, Flanders v. Post, Civil File No. 18-2833, Ault v Post, Civil File No. 18-2834, and Barbree v. Bejar, Civil File No. 18-2835. [Docket No. 310] Since that time, the JPML has transferred two additional derivative actions to this District, Inter-Marketing Group USA, Inc. v. Storey, Civil File No. 19-263, and Palkon v. CenturyLink, Inc., Civil File No. 19-284.

B. Ault Action

On June 6, 2018, Ault filed a verified derivative complaint against CenturyLink and its officers and board members in the Western District of Louisiana. Ault now moves for an order appointing him Lead Plaintiff, appointing Bragar Eagel & Squire, P.C. (“Bragar”) as Lead Counsel for the

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 4 of 14

Consolidated Derivative Action, and entering a scheduling order for the filing of a consolidated complaint. [Docket Nos. 342-43] Ault's motion is joined by Plaintiffs Flanders and Palkon. [Docket No. 342]

C. Tansey Action

On August 23, 2018, Tansey filed a verified shareholder derivative complaint in this District against CenturyLink and its officers and directors. Tansey now moves for an order appointing the law firm of Robbins Arroyo LLP ("Robbins Arroyo") as Lead Counsel in the Consolidated Derivative Action and appointing the law firm of Reinhardt Wendorf & Blanchfield as Liaison Counsel in the Consolidated Derivative Action. [Docket No. 332] Tansey does not seek to be appointed Lead Plaintiff, but states that, if the Court seeks to appoint a Lead Plaintiff, he is willing to serve. [Docket No. 358]

D. Inter-Marketing Group USA, Inc. Action

On December 26, 2018, Inter-Marketing Group USA, Inc. ("IMG") filed a verified shareholder derivative complaint in the Western District of Louisiana against CenturyLink and its officers and directors. On January 17, 2019, the JPML transferred the matter to the District of Minnesota. [Docket No. 375] IMG now moves to consolidate the IMG Action with the Consolidated Derivative

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 5 of 14

Action, to appoint IMG as Lead or Co-Lead Plaintiff, and to appoint its counsel, Federman & Sherwood, as Lead or Co-Lead Counsel. [Docket No. 330]

III. DISCUSSION

A. Amicus Brief

On March 6, the Court heard oral argument on three motions to be appointed Lead Counsel in the CenturyLink derivative action. The Court also allowed Michael Hartleib to argue regarding his objection to the appointment of the Robbins Arroyo firm as Lead Counsel. The Court allowed a post-hearing brief from Robbins Arroyo regarding the allegations against it. The Court also received an email from Hartleib, copying all counsel, responding to Robbins Arroyo's brief.

The Court grants Hartleib's motion insofar as the Court allowed Hartleib to express his opinions to the Court during the hearing and to file his proposed amicus brief. The Court has carefully considered Hartleib's allegations, Robbins Arroyo's response, and the public record in the cases cited by Hartleib. The Court concludes that Hartleib has raised no legitimate questions with regard to the ethics or expertise of the Robbins Arroyo law firm. The Court is satisfied that there are no ethical concerns that would hinder Robbins Arroyo's application for appointment as Lead Counsel.

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 6 of 14

B. Consolidation

Under Federal Rule of Civil Procedure 42(a),

If actions before the court involve a common question of law or fact, the court may:

- (1) join for hearing or trial any or all matters at issue in the actions;
- (2) consolidate the actions; or
- (3) issue any other orders to avoid unnecessary cost or delay.

“Consolidation can help alleviate needless duplication of time, effort, and expense on the part of the parties and the Court.” Horn v. Raines, 227 F.R.D. 1, 2 (D.D.C. 2005) (citation omitted). In derivative actions, “consolidation is appropriate where the cost of defending . . . multiple actions may well do serious harm to the very corporation in whose interest they are supposedly brought.” Id. (citation omitted).

Pursuant to the Court’s December 4, 2018 Order Granting Consolidation of Federal Derivative Actions, each action arising out of the same transactions and occurrences and asserting derivative claims filed in this Court or transferred here shall be consolidated into the Consolidated Derivative Action. [Docket No. 310] Since entry of the Court’s December 4 Order, the IMG and Palkon derivative actions have been transferred to this Court, and IMG has filed unopposed motion

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 7 of 14

to consolidate the IMG case with the Consolidated Derivative Action. All cases arise out of the same operative facts and raise similar legal issues. There has been no opposition to consolidation. Failure to consolidate will increase inefficiency and duplication. Therefore, Inter-Marketing Group USA, Inc. v. Storey, Civil File No. 19-263, and Palkon v. CenturyLink, Inc., Civil File No. 19-284 are hereby consolidated with the Consolidated Derivative Action.

C. Leadership

The counsel for three different Plaintiffs – Ault, Tansey, and IMG – each seek appointment as Lead Counsel.

1. Standard for Appointment of Lead Counsel

The appointment of lead counsel in complex litigation is a long-standing practice in this country that has proved a great benefit to judicial economy and efficiency. It is not open to serious question that a federal court in a complex, consolidated case may designate one attorney or set of attorneys to handle pre-trial activity on aspects of the case where the interests of all co-parties coincide.

In re Baycol Prod. Litig., No. 02-0200, 2007 WL 9717940, at *2 (D. Minn. July 13, 2007) (citations omitted).

In choosing lead counsel,

[t]he guiding principle is who will best serve the interest of the plaintiffs. The criteria for selecting counsel when appointing a leadership structure include factors such as experience and prior

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 8 of 14

success record, the number, size, and extent of involvement of represented litigants, the advanced stage of proceedings in a particular suit, and the nature of the causes of action alleged.

Millman ex rel. Friedman's, Inc. v. Brinkley, No. 1:03-CV-0058-WSD, 2004 WL 2284505, at *3 (N.D. Ga. Oct. 1, 2004) (citations omitted). "Other factors include the quality of the pleadings, the economic interest of the plaintiffs, and the vigor with which the plaintiffs have prosecuted their lawsuits." Freeman on behalf of Tesla, Inc. v. Musk, 324 F.R.D. 73, 88 (D. Del. 2018) (citation omitted).

2. Standard for Appointment of Lead Plaintiff in a Derivative Action

"In a shareholder derivative action, unlike a private securities litigation action, the Court is not required to appoint a lead plaintiff." In re Frontier Commc'ns Corp. Derivative Litig., No. 3:17-CV-1792 (VAB), 2018 WL 3553332, at *4 (D. Conn. July 23, 2018) (citations omitted). "The appointment of lead plaintiff and lead counsel in a consolidated shareholder derivative litigation is a matter of discretion." Id. at *3 (citations omitted).

Although no statutory authority exists for the appointment of a lead plaintiff in shareholder derivative actions like these, courts have the inherent authority to appoint a lead plaintiff . . . in a derivative action in order to create an efficient case-management structure.

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 9 of 14

KBC Asset Mgmt. NV on behalf of Chemed Corp. v. McNamara, 78 F. Supp. 3d 599, 603 (D. Del. 2015) (citation omitted).

If the Court appoints a lead plaintiff, the lead plaintiff must comply with Federal Rule of Civil Procedure 23.1, which requires that the plaintiff “fairly and adequately represent the interests of the shareholders or members similarly situated in enforcing the right of the corporation or association.”

Derivative standing requires that the verified complaint allege “that the plaintiff was a shareholder or member at the time of the transaction complained of.” Fed. R. Civ. P. 23.1(b)(1). Additionally, Louisiana state law provides that no shareholder may commence a derivative action until the shareholder has made a written demand on the corporation and at least 90 days have passed from the date of the demand or the demand was rejected, whichever is earlier. See La. Rev. Stat. § 12:1-742.

In determining which plaintiff should be chosen as lead plaintiff [in a derivatives action], a number of courts have considered the following factors: (1) which plaintiff has the largest financial interest; (2) the preference for institutional investors to lead a lawsuit for shareholders; (3) the quality of the pleadings; (4) the vigor with which the plaintiff has pursued the suit; and (5) the plaintiff’s arrangement on the payment of attorney’s fees.

KBC Asset Mgmt. NV on behalf of Chemed Corp., 78 F. Supp. 3d at 604 (citations omitted).

3. Appointment of Lead Counsel and Lead Plaintiff

The Court concludes that appointment of both Lead Counsel and Lead Plaintiff is appropriate in this case to ensure an efficient and organized litigation that coordinates with the larger MDL, where appropriate. Appointing a lead plaintiff will ensure the efficient management and vigorous prosecution of the derivative claims by a representative who fairly and adequately represents the shareholders, and, therefore, the company's interest and oversees Lead Counsel's efforts.

The Court concludes that all law firms vying for appointment have substantial experience in derivative and complex financial litigation. All three have ample resources to lead this complex case. After considering all of the factors mentioned above, the Court finds that Bragar and Ault are the most qualified for appointment as Lead Counsel and Lead Plaintiff.

First, Bragar has already taken a leading role in this litigation. It filed one of the first derivative complaints and has demonstrated an ability to coordinate with counsel both in this MDL and in factually-related state derivative actions.

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 11 of 14

(Fortunato Decl. ¶¶ 7, 9.) Also, Bragar proposes a leadership structure that is supported by Plaintiff Flanders' counsel and Plaintiff Palkon's counsel. (*Id.* ¶ 8.) Bragar has aggressively and diligently pursued its client's interest, and its briefing showed attention to detail and knowledge of the case. At oral argument, Bragar demonstrated a commitment to work cooperatively with all counsel and to communicate effectively with the entire Plaintiffs' counsel team. Tansey's counsel and IMG's counsel are both competent, experienced counsel. However, Tansey filed suit directly in the District of Minnesota, although no connection to Minnesota is apparent from the Complaint. This strategic decision may have unnecessarily opened the Tansey Complaint up to attack based on lack of personal jurisdiction or improper venue. IMG's decisions regarding the timing of its filings in this MDL, including in the securities cases, weigh against appointment.

Second, balancing a number of factors, Ault is the most qualified Plaintiff. Ault has demonstrated diligence through making a demand on CenturyLink in September 2017, and filing his derivative complaint on June 6, 2018, the first day that any federal derivative complaint was filed against CenturyLink and only two months after CenturyLink rejected Ault's derivative demand letter. (Ault

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 12 of 14

Compl., Exs. A, D.) (The only other Plaintiff to file a derivative complaint that day, Flanders, supports Ault's appointment as lead plaintiff.) Ault has continuously been a CenturyLink shareholder since July 15, 1999. He currently owns 245.506 shares of CenturyLink, valued at \$3,790. (Fortunato Decl., Ex. 1, Ault Decl. ¶ 8.) Although Ault's financial interest in CenturyLink is not large, it is longstanding and far greater than the nominal interest of other Plaintiffs. Finally, Ault is an experienced investor, who has been actively involved in this lawsuit, but is not a professional plaintiff, and is committed to satisfying the duties of lead plaintiff. (Ault Decl. ¶¶ 6-12.)

In contrast, Tansey has been a shareholder of CenturyLink since 2003 and only possesses 13 shares of CenturyLink stock. ([Docket No. 393] Mar. 6, 2019 Hearing Tr. 7.) IMG is a business entity and possesses the greatest economic interest in among the potential lead plaintiffs. However, no evidence has been presented that it is an institutional investor, i.e., that its "principal purpose [] is to invest money on behalf of [its] shareholders or beneficiaries." In re FleetBoston Fin. Corp. Sec. Litig., 253 F.R.D. 315, 341 (D.N.J. 2008). Also, IMG did not become a CenturyLink shareholder until December 6, 2012. (Corwin Aff., Ex. D, IMG Decl. ¶ 2.)

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 13 of 14

Overall, the Court concludes that the combination of Bragar as Lead Counsel and Ault as Lead Plaintiff is the most appropriate choice for the Consolidated Derivative Action.

Accordingly, based upon the files, records, and proceedings herein, **IT IS HEREBY ORDERED:**

1. Plaintiff Inter-Marketing Group USA, Inc.'s Motion to Consolidate Related Shareholder Derivative Action, Appoint Lead or Co-lead Plaintiff, and Approve Its Selection of Lead or Co-lead Counsel [Docket No. 330] is **GRANTED IN PART** and **DENIED IN PART** as follows: the motion to consolidate is **GRANTED**, and the motion to appoint Lead Plaintiff and Lead Counsel is **DENIED**.
2. Inter-Marketing Group USA, Inc. v. Storey, Civil File No. 19-263, and Palkon v. CenturyLink, Inc., Civil File No. 19-284 are hereby consolidated with the Consolidated Derivative Action for all purposes in the above-captioned MDL.
3. The Application by Plaintiff Edward Tansey for Appointment of Lead and Liaison Counsel in Consolidated Derivative Action [Docket No. 332] is **DENIED**.
4. Plaintiff Ault's Motion for Appointment of Lead Plaintiff and Lead Counsel [Docket No. 342] is **GRANTED**. The Court appoints Bragar Eigel & Squire, P.C. as Lead Counsel in the Consolidated Derivative Action and appoints Tim Ault as Lead Plaintiff in the Consolidated Derivative Action. Within three weeks of the date of this Order, Lead Counsel shall submit a proposed leadership structure to this Court.

CASE 0:17-md-02795-MJD-KMM Document 400 Filed 04/23/19 Page 14 of 14

5. Michael Hartleib's Motion for Acceptance of Amicus Curiae Brief in Oppos[ition] to the Appointment of the Robbins Arroyo and Weiser Firms as Lead Counsel and Notice of Intent to Attend the Hearing on 3-6-19 [Docket No. 381] is **GRANTED**.
6. Lead Counsel and defense counsel shall meet and confer and shall submit a proposed draft case management order for the Consolidated Derivative Action within four weeks from the date of this Order.

Dated: April 23, 2019

s/ Michael J. Davis

Michael J. Davis

United States District Court

EXHIBIT 30



December 12, 2018
andy@protzmanlaw.com

VIA U.S. MAIL & Electronic Mail (rw@weiserlawfirm.com)

Mr. Robert Weiser
The Weiser Law Firm, P.C.
22 Cassatt Avenue
Berwyn, PA 19312

RE: Hartleib v. The Weiser Law Firm, P.C., *et al.*

Dear Mr. Weiser:

I have been retained by Michael Hartleib with regard to the claims reflected in the enclosed draft petition. I have reviewed the orders from the Ross-Williams case and have spoken with Mr. Hartleib at length about the contents of this petition, and I do not take these allegations lightly. As is usually the case, it would seem in the best interest for all parties involved to explore avenues to an agreeable resolution to the matter before it is filed. And, if there are documents that prove any of these allegations false, I am willing to be educated. Please let me know if you would be interested in such a conversation on or before Friday, December 21, 2018. If I don't hear from you, my client has requested that I proceed with filing the petition.

I look forward to hearing from you.

Sincerely,

Andrew B. Protzman

Enclosure

1100 main street - suite 2000 - homestead, florida 33410
813.421.5100 (p) • 813.421.5100 (f) • www.protzmanlaw.com

IN THE DISTRICT COURT FOR JOHNSON COUNTY, KANSAS

MICHAEL HARTLEIB,

Plaintiff,

v.

THE WEISER LAW FIRM, P.C.,

Serve:

and

ROBERT WEISER,

Serve:

and

MONICA ROSS-WILLIAMS,

Serve:

Defendants.

Case No. _____

Division No. _____

PETITION

Comes now Plaintiff Michael Hartleib and, for his claims and causes of action against Defendants The Weiser Law Firm, P.C., Robert Weiser and Monica Ross-Williams, states and alleges as follows:

PARTIES, VENUE AND JURISDICTION

1. Plaintiff is an individual whose residence is in the state of California. He is a substantial shareholder in Sprint Nextel Corporation and is an objector to the proposed settlement in the underlying shareholder derivative litigation in Johnson County, Kansas.
2. Defendant The Weiser Law Firm, P.C. is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all pertinent times, it acted by and through its agents and employees, including but not limited to Robert Weiser, who were admitted pro hac vice to represent a group

of plaintiffs in the underlying litigation in Johnson County, Kansas. It performed the acts and omissions complained of in this petition in the underlying litigation in Johnson County, Kansas.

3. Defendant Robert Weiser is an attorney licensed and residing in the state of Pennsylvania. He is an officer, agent and/or employee of Defendant The Weiser Law Firm, P.C. At all pertinent times he was admitted pro hac vice to practice law in connection with the underlying litigation in Johnson County, Kansas, and he committed the acts and omissions complained of in the underlying litigation in Johnson County, Kansas. At all pertinent times, he was acting within the course and scope of his employment with and/or agency of Defendant The Weiser Law Firm, P.C.
4. Defendant Monica Ross-Williams is an individual residing in the state of Michigan. She is the lead named plaintiff in the underlying shareholder derivative litigation in Johnson County, Kansas, and committed the acts and omissions complained of in the underlying litigation in Johnson County, Kansas.
5. This Court is a court of general jurisdiction, so it has jurisdiction over the claims asserted herein.
6. All defendants, through their participation in the underlying litigation, committed the tortious acts and omissions that form the basis of these claims in the state of Kansas and submitted themselves to the jurisdiction of this Court, so this Court has personal jurisdiction over these defendants.
7. Venue is proper in this Court because the tortious acts and omissions that form the basis of these claims were committed in Johnson County, Kansas in and through the underlying litigation.
8. Claims under the Kansas Consumer Protection Act are properly brought in this Court pursuant to K.S.A. § 50-638 because the acts and omissions giving rise to these claims were committed in Johnson County, Kansas, in the underlying *Ross-Williams v. Sprint* litigation.

BACKGROUND FACTS

9. In early 2009, Plaintiff Michael Hartleib (“Hartleib”) contacted The Law Offices of Bruce G. Murphy (“the Murphy firm”) about a potential shareholder derivative suit Hartleib wanted to pursue on behalf of Sprint Nextel Corporation. Hartleib was and is a substantial and vocal shareholder in Sprint and other corporations with a prior history of effecting positive corporate changes in the companies in which he holds an ownership interest.
10. On or about March 22, 2009, after a short period of negotiation of the terms of an attorney-client engagement, Plaintiff Michael Hartleib (“Hartleib”) retained The Law Offices of Bruce G. Murphy (“the Murphy firm”) to pursue a shareholder derivative action on behalf of Sprint Nextel Corporation arising from an unsuccessful merger between Sprint and Nextel (“the underlying litigation” or “the underlying shareholder derivative litigation”). Mr. Hartleib insisted the terms of this engagement must preclude the Murphy firm from working with the national derivative firm Robbins Arroyo due to that firm’s unethical business practices witnessed by Mr. Hartleib in prior cases.
11. Prior to or on March 22, 2009, the Murphy firm entered into an agreement with Defendant The Weiser Law Firm, P.C. (“the Weiser firm”) by which the Weiser firm would be co-counsel with the Murphy firm for purposes of representing Mr. Hartleib in the shareholder derivative action. Defendants Weiser and the Weiser firm agreed to the terms of the engagement with Hartleib and undertook representation of Hartleib in the underlying litigation.
12. Prior to their contact with Hartleib, on information and belief, neither the Murphy firm nor the Weiser firm was aware of the facts forming the basis for the underlying shareholder derivative suit that Hartleib alerted them to in his communications with them, nor had either firm been in contact with a potential client who knew of or had an interest in pursuing the underlying litigation.

13. On or shortly after March 22, 2009, Robert Weiser spoke with Mr. Hartleib. During this conversation, Mr. Hartleib expressed that, as lead plaintiff representing the class of shareholders in Sprint Nextel, Hartleib took his duties to represent the interests of the corporation and its shareholders seriously and he would not endorse superficial and toothless corporate governance reforms in order to achieve a settlement that would consist primarily of attorney fees.
14. For Hartleib to agree to a settlement, he advised Weiser that it would have to provide meaningful relief resulting in a real and positive impact for the corporation and, by extension, its shareholders.
15. On the morning of March 27, 2009, Mr. Hartleib was notified by Murphy and Weiser via email that they were refusing to file the underlying shareholder derivative suit in Hartleib's name.
16. Their stated reason, which was false, was that they were concerned that Hartleib's history of effective and wholly unrelated shareholder derivative action somehow created a potential conflict and rendered Hartleib an inadequate shareholder representative.
17. This stated reason was pretextual. Weiser did not want Hartleib as the named plaintiff because during their conversation Weiser learned that Hartleib is opposed to lawyer-driven derivative litigation in which the only meaningful relief obtained through a settlement is millions of dollars in attorney fees, and the substantive relief for the shareholders and the corporation is toothless or de minimis.
18. In fact, Hartleib's prior knowledge, skill and experience in shareholder matters rendered him a perfect shareholder representative. For more than a decade, Hartleib has fought to ensure the interests of class and shareholder groups are given predominate consideration in the ultimate resolution of class action and shareholder derivative litigation, when many representative plaintiffs appear to be satisfied to accept minimal relief along with excessive attorney fee awards in what has been referred to as lawyer-driven litigation.

19. After refusing to file suit on behalf of Hartleib, Murphy used an elderly relative as a placeholder. This relative passed away during the pendency of the litigation, wherefore Murphy was forced to use yet another relative as placeholder in an attempt to maintain first to file status, while he and Weiser looked for a “legitimate” plaintiff for the case.
20. On information and belief, Weiser searched for, solicited and engaged a far less adequate shareholder representative to use as the named plaintiff in the underlying litigation, Monica Ross-Williams, who was unsophisticated in shareholder-corporate matters, corporate governance and litigation, and held a very small stake in Sprint Nextel Corporation, if any.
21. On March 6, 2017, Hartleib sought contact information for Ross-Williams via the internet and called Ross-Williams to confirm she existed in an effort to discern Ross-Williams level of involvement in the litigation and her suitability as a representative plaintiff. Hartleib was concerned about these issues because he had, on prior occasions, observed the Weiser firm, as well as other class action and shareholder derivative firms who work in concert with the Weiser firm, utilizing deceased and otherwise unqualified parties as plaintiffs in other shareholder derivative and class litigation.
22. On March 7th 2017, Hartleib placed one 15-minute call to Ross-Williams in which it became painfully clear that she had no involvement in the case and that Ross-Williams had not spoken to her Counsel in years.
23. Ross-Williams admitted she was entirely unaware of any of the details in “her” case.
24. Ross-Williams was not aware of the scathing Orders from the District Court of Johnson County, Kansas, criticizing her attorneys’ use of an unlicensed disbarred “lawyer” to inflate their bill. She was unaware the Judge in “her” case drastically reduced the attorney fees by ninety percent, from \$4.5 million to \$450,000, finding they were not remotely accurate or credible.

25. Ross-Williams was not aware that an appeal had been filed on her behalf and had not been provided with pleadings in her case.
26. Ross-Williams, plaintiff in the underlying litigation, even continually referred to herself as the Defendant and appeared to completely lack understanding of her obligations as a representative plaintiff.
27. The conversation between Mr. Hartleib and Ross-Williams was pleasant and non-confrontational. Ross-Williams provided Hartleib with a private email address to send the pleadings in her case that her Counsel failed to provide.
28. Later, instead of expressing outrage by the information Hartleib provides in the 15-minute affable call, after speaking with Defendant Weiser, Ross-Williams falsely accused Mr. Hartleib of threatening and harassing her.
29. Weiser induced Ross-Williams to file false declarations against Hartleib, accusing him of threats and harassment to gain a Protective Order under false pretenses. This was done to harm Hartleib's reputation and discredit him in the Ross-Williams action before the Court of Appeals, and other unrelated cases.
30. In court filings, the Weiser defendants made inflammatory false statements and allegations about Mr. Hartleib that were hurtful, harmful and without any basis in truth or fact.
31. The Weiser defendants also made false statements to District and Appellate courts in Kansas regarding their conduct and the conduct of their unlicensed non-lawyer whom they knowingly put forth as a licensed attorney who bills \$350 per hour in search of their improper and excessive fee award (which Judge Vano noted and overwhelmingly reduced), as well as the practical effect of the near toothless "corporate reforms" they negotiated in the mediation with mediator Layn Phillips, with whom the Weiser defendants and other firms in the consolidated action regularly mediate cases. In his declaration, Layn Phillips affirmed the fraudulent \$4.5M fee request.

32. As a result of Defendants' acts and omissions as described herein, Mr. Hartleib has suffered damage to his good name and reputation, lost the benefits of serving as lead plaintiff in the underlying litigation and the positive result that would likely have occurred had he been lead plaintiff, was forced to expend substantial sums to oppose and expose Defendants' conduct and chicanery, and has suffered significant mental and emotional trauma from Defendants' actions.
33. Despite filing a related action years later, Hartleib was estopped from participation in the consolidated cases. In fact, all firms in the consolidated cases colluded and conspired to work as one in their effort to prevent Hartleib from seeking meaningful relief on behalf of Sprint Nextel. All other cases in the consolidated action were settled except one, Mr. Hartleib's.
34. Defendants, Robert Weiser and the Weiser Law Firm's handling of the underlying litigation is part of a regular custom, pattern and practice they have engaged in for years. This modus operandi has been to the detriment of both the classes of shareholder plaintiffs they have falsely purported to represent as well as the corporations those shareholders are seeking to protect and improve.
35. The Weiser defendants regularly handle shareholder derivative suits in concert with other firms with whom they have troubling relationships, and who file securities class action lawsuits based on the same issues or conduct. The Weiser defendants will stay the shareholder derivative suit, whereby allowing sufficient time to pass allowing for the billing of thousands of fraudulent hours, piggyback on the discovery from the class action to bill fraudulent document review, then resolve the shareholder derivative suit by negotiating soft or meaningless corporate "reforms" and very high legal fees.
36. This framework is what the Weiser defendants attempted to do in the Ross-Williams matter when they piggybacked on a securities class action filed by the national class action firm Robbins Gellar, sister firm to the Robbins Arroyo firm in the consolidated action, with whom Weiser has numerous prior dealings and close relationships, until their efforts were partially derailed by Mr. Hartleib's objection, which resulted in Judge Vano's order finding the Weiser defendants' conduct and fee request to be both troubling and excessive.

COUNT I

*Legal Malpractice/Breach of Fiduciary Duty
Robert Weiser and The Weiser Law Firm, P.C.*

37. Plaintiff incorporates all preceding allegations as if fully set forth herein.
38. Defendants Robert Weiser and The Weiser Law Firm, P.C., entered into an attorney-client relationship with Plaintiff Michael Hartleib which was never terminated.
39. Defendants Weiser and the Weiser firm owed Mr. Hartleib the duty to provide competent and skillful representation and the duties of undivided loyalty, to act solely for Mr. Hartleib's benefit as a fiduciary for Sprint Nextel, and to avoid engaging in conflicts of interest.
40. The Weiser defendants further had the duty of honesty and candor in their communications and representations to the District Court and the Court of Appeals.
41. Defendants Weiser and the Weiser firm breached these duties by:
- a. Refusing to file Mr. Hartleib's claim in the underlying litigation when it became apparent that he would not kowtow to Weiser's demands on a potential settlement and would not permit the underlying litigation to be lawyer-driven litigation, benefitting only the attorneys;
 - b. By taking an adverse position to a former client in their attempt to protect their criminal enterprise, defraud the Court and unjustly enrich themselves by 4.5 million dollars in fraudulent fees.
 - c. By abusing process in the case in question and using the instrumentalities of the judicial system to vex, harass and annoy in retaliation for Hartleib's filing of an Amicus Brief in the unrelated Equifax action. In the Equifax action, Weiser and the Weiser Firm was removed as co-lead counsel in said case based on their actions in the *Ross-Williams* case.
 - d. Representing Defendant Ross-Williams in her claims and requests for relief against Mr. Hartleib which presented a conflict of interest that was not waived;

- e. Using Mr. Hartleib's communications with them, which were protected by the attorney-client privilege, against him in connection with the underlying litigation and the dispute between Defendant Ross-Williams and Mr. Hartleib. In addition, sharing privileged communications in the unrelated case in the Northern district of Georgia *In Re Equifax* and proffering falsehoods relating to said communications in a willful attempt to harm Hartleib and obfuscate their duplicitous acts.
 - f. Replacing Mr. Hartleib as lead plaintiff in the underlying litigation, first with a straw plaintiff, and then with a less qualified lead plaintiff who had little or no involvement in the case, in order to bill over 18,000 hours, and 4.5 million dollars in fraudulent fees;
 - g. Employing in the underlying litigation the services of a criminal non-attorney, who was previously disbarred, charged with racketeering, and knowingly putting forth his work-product under a fraudulent name as a basis for a grossly excessive attorney fee request;
 - h. Putting forth and supporting Defendant Ross-Williams' untrue statements regarding Mr. Hartleib's actions and communications with her;
 - i. Making false statements to the District and Appellate Courts in Kansas regarding Mr. Hartleib's prior actions;
 - j. In such other and further ways as may be learned through discovery.
42. Defendants' actions and inactions described herein were willful, wanton, fraudulent and malicious.
43. As a direct and proximate result of Weiser's and the Weiser firm's breach of their duties, Plaintiff Michael Hartleib was damaged as described above in paragraphs 32 and 33.
- WHEREFORE, Plaintiff Michael Hartleib prays for judgment in his favor on Count I, for compensatory damages in a fair and reasonable amount, for his costs incurred herein, and for such other and further relief as the Court deems just and proper.

COUNT II

*Violations of Kansas Consumer Protection Act
Robert Weiser and The Weiser Law Firm, P.C.*

44. Plaintiff incorporates all preceding allegations as if fully set forth herein.
45. Pursuant to K.S.A. § 50-623, *et seq.* (the “Kansas Consumer Protection Act” or the “KCPA”), Mr. Hartleib is a “consumer” and the Weiser defendants are “suppliers” for purposes of claims under the Kansas Consumer Protection Act.
46. When the Weiser defendants agreed to represent Mr. Hartleib as the shareholder representative plaintiff for the case Mr. Hartleib hired them to pursue, the Weiser defendants offered to reasonably represent Mr. Hartleib in accordance with their ethical duties of loyal, zealous representation in those claims.
47. In fact, the Weiser defendants at that time knew they did not intend to provide such reasonable, expectable legal services, and they did not disclose to Mr. Hartleib this intent.
48. Weiser, the Weiser Firm and other parties involved in this case have colluded and conspired by falsely purporting to represent the interest of Sprint, and its shareholders, including Hartleib when their true motives were to stay this case for a prolonged period, over 5 years to allow them to bill over 18,000 fraudulent hours and 4.5 million in fees. Weiser knowingly employed a criminal and disbarred attorney using an alias, Alexander Silow to bill 1.6 million dollars in this case. Mr. Silow’s actions in this case have led to new criminal convictions in Montgomery County Pennsylvania, including the Unauthorized Practice of Law, (42Pa.C.S.2524), Unsworn Falsification to Authorities (18 Pa. C. S. 4904) (b) and Securing Execution of Documents by Deception (18 Pa. C. S. 4114)
49. On information and belief, Weiser and the Weiser Firm knew Mr. Silow’s status as disbarred attorney and criminal when they hired him from the Abelson placement agency. For over a decade, Weiser instructed Silow to fraudulently bill tens of millions of dollars in cases across the country

in addition to the 1.6 million in the Ross-Williams case. Weiser fraudulently put forth Mr. Silow as a Securities expert, and licensed attorney in Pennsylvania in the Ross-Williams case, when Silow's resume submitted by the Weiser firm in the case showed neither was true.

50. The Weiser defendants' "true" intent with regard to the legal services they offered Mr. Hartleib, as described above, was a material fact that was not disclosed.

51. As a direct and proximate result of the Weiser defendants' conduct set forth herein, Mr. Hartleib was damaged as described above in paragraphs 32 and 33.

52. The Weiser defendants' actions and inactions as set forth herein are in violation of the KCPA, §§ 50-626, 627.

53. This action is authorized and Plaintiff is entitled to an award of reasonable attorney fees pursuant to the KCPA, § 50-634.

WHEREFORE, Plaintiff Michael Hartleib prays for judgment in his favor on Count II, for compensatory damages in a fair and reasonable amount, for his attorney fees and costs incurred herein, and for such other and further relief as the Court deems just and proper.

COUNT III
Abuse of Process
Defendant Ross-Williams

54. Plaintiff incorporates all preceding allegations as if fully set forth herein.

55. Ross-Williams knowingly made false statements against Hartleib in court documents and sought and obtained a protective order under false pretenses. Ross-William filed false declarations under oath against Hartleib at the request of Weiser in an attempt to assail his character and protect Weiser's unlawful acts. These actions amount to the knowingly or improper use of legal process.

56. Ross-Williams' actions were taken for the purposes of harassing Mr. Hartleib and causing him hardship.

57. Ross-Williams' actions directly and proximately resulted in damages to Mr. Hartleib as described above in paragraphs 32 and 33.

WHEREFORE, Plaintiff Michael Hartleib prays for judgment in his favor on Count III, for compensatory damages in a fair and reasonable amount, for his costs incurred herein, and for such other and further relief as the Court deems just and proper.

COUNT IV
Breach of Fiduciary Duty
Defendant Ross-Williams

58. Ross-Williams was an unfit plaintiff who simply allowed her name to be used to facilitate a lawyer driven case for personal financial gain.

59. When Hartleib informed her of the fraud and chicanery that was taking place in "her" case, she did nothing to stop it. In fact, she became a willing participant in the fraud upon the Court by acting on behalf of Weiser in furtherance of his fraud upon the court.

60. Ross-Williams owed a fiduciary duty to Mr. Hartleib and all Sprint shareholders to fairly and adequately represent their interests in the litigation, including the duties to ensure that lead counsel fee requests were appropriate, the duties of care and loyalty to the class, and to fairly represent the interests of the entire class.

61. Ross-Williams failed to act in good faith and breached her fiduciary duty to properly represent Mr. Hartleib and the other Sprint shareholders by failing to ensure the fee request of Weiser was commensurate with the relief obtained, by failing to ensure that the relief agreed to in the settlement was sufficiently robust as to effect meaningful corporate change, by failing to adequately monitor and remain involved in the litigation, and by acting in her own interest rather than in the interest of Sprint Nextel and absent class of shareholders.

62. As a direct and proximate result of Ross-Williams' breach of her fiduciary duties, Mr. Hartleib was damaged as described above in paragraphs 32 and 33.

WHEREFORE, Plaintiff Michael Hartleib prays for judgment in his favor on Count IV, for compensatory damages in a fair and reasonable amount, for his costs incurred herein, and for such other and further relief as the Court deems just and proper.

Respectfully Submitted by:

/s/ Andrew B. Protzman

Andrew B. Protzman, #18015
Ben Stelter-Embry, #25891
Protzman Law Firm LLC
1100 Main Street
Suite 2430
T: 816-421-5100
F: 816-421-5105
andy@protzmanlaw.com
ben@protzmanlaw.com

Attorneys for Plaintiff

EXHIBIT 31

Silverang Donohoe
Rosenzweig Haltzman LLC

Attorneys at Law

595 East Lancaster Avenue
Suite 203
St. Davids, PA 19087
(610) 263-0115 Telephone
(215) 754-4934 Facsimile
www.sanddlawyers.com

Philip S. Rosenzweig
(610) 263-0124 Direct Dial
(215) 754-4139 Direct Fax
Email: prosenzweig@sanddlawyers.com

December 19, 2018

VIA EMAIL (andy@protzmanlaw.com)
AND FIRST CLASS MAIL

Andrew Protzman, Esquire
Protzman Law Firm
1100 Main Street
Kansas City, MO 64105

Re: *Hartleib v. Weiser Law Firm, P.C., et al.*

Dear Mr. Protzman:

As I indicated to you in my email of December 17, 2018 at 7:06 pm, I and my law firm are counsel to The Weiser Law Firm, P.C. (the "Weiser Firm") and Robert B. Weiser, Esquire ("Mr. Weiser") (the "Weiser Firm" and "Mr. Weiser" are collectively my "Clients"). While I am not as yet prepared to respond to all the purported factual allegations of the draft petition ("Petition") you prepared and transmitted along with your December 12, 2018 letter on behalf of your client, the proposed plaintiff Michael Hartleib ("Hartleib"), your letter belies your own well founded skepticism as to the veracity of the allegations. Upon my cursory initial review thereof, the Petition is riddled with serious misrepresentations of fact and outright falsehoods. The claims the Petition contemplates raising against my Clients are frivolous and cannot be asserted in a signed pleading in a court of law in good faith.

In the interests of efficiency, and in an effort to timely respond to your letter, I will focus on the two utterly groundless causes of action which the Petition purports to assert on behalf of Hartleib against my Clients, who expressly reserve all rights with respect to the countless false and outrageous allegations in the Petition. This letter is not to be construed as a waiver of any kind with respect to any allegation set forth in the Petition, or any defense to the Petition, including, but not limited to, any and all defenses regarding jurisdiction, venue, the applicability of Kansas law (or lack thereof), any applicable statute(s) of limitations, or damages. Nor should this letter be construed as a waiver of my Clients' potential claims or counterclaims against Hartleib that could be asserted based on Hartleib's conduct, or against you and your law firm in the event the Petition as stated is filed by you.

{01025448,3}

Andrew Protzman, Esquire
December 19, 2018
Page 2

As you surely know, the Petition proposes two counts under Kansas law against my Clients: Count I for Legal Malpractice/Breach of Fiduciary Duty and Count II for violation of the Kansas Consumer Protection Act (the “KCPA”). Both causes of action depend, *inter alia*, upon a demonstrably false and absurd premise: that the Weiser Firm and/or Mr. Weiser “agreed to represent Mr. Hartleib” and “entered into an attorney-client relationship” with Hartleib in March 2009. Nothing could be further from the truth. As your client is well-aware, my Clients **expressly declined** to file a shareholder derivative action on behalf of Hartleib or otherwise serve as counsel (or co-counsel) to Hartleib in March 2009, and there exists clear, undebatable documentary evidence with respect to this explicit declination. *See* Exhibit 1 enclosed herewith. Moreover, the Petition’s assertions as to why my Clients declined to serve as counsel for Hartleib are patently untrue, but nevertheless serve as an admission that Hartleib and my Clients did NOT have an attorney-client relationship. The Petition claims, *inter alia*, that Hartleib was advised on March 27, 2009 that his involvement with “effective and wholly unrelated shareholder derivative [litigation] somehow created a potential conflict and rendered Hartleib an[] inadequate shareholder representative.” Aside from being nonsensical, as explained herein, that allegation is inaccurate. Rather, it was Hartleib’s then involvement with, and intention to move for appointment as lead plaintiff in, the federal securities fraud class action (the “Securities Action”) asserting wholly related, direct claims against Sprint Corp. (“Sprint”) which presented a clear conflict for purposes of serving as a shareholder derivative plaintiff asserting claims on Sprint’s behalf.

Under Kansas law, an attorney-client relationship can be explicitly formed based on the payment of a fee and/or a memorialized formal retention agreement. *Associated Wholesale Grocers, Inc. v. Americold Corp.*, 266 Kan. 1047 (1999) *citing In re Adoption of Irons*, 235 Kan. 540, 548, 684 P.2d 332 (1984). In the absence of such, an attorney-client relationship may be “implied by the conduct of the parties.” *Id.* Significantly, an attorney-client relationship can be implied only when, based on the conduct of the parties, it is sufficiently established that the services of the attorney in matters pertinent to the attorney’s profession **were both sought and received**. *Id.* The Petition does not allege (nor could it) that the Weiser Firm or Mr. Weiser ever accepted any fee from Hartleib, or that Hartleib executed a formal retention agreement with the Weiser Firm or Mr. Weiser. Even assuming *arguendo*, that as the Petition alleges, Hartleib retained the Law Offices of Bruce G. Murphy (the “Murphy Firm”), my Clients were not parties to any formal representation agreement between Hartleib and the Murphy Firm. Further, the documentary evidence with respect to the “conduct of the parties” plainly demonstrates that while Hartleib may have sought my Clients’ legal services, such services were certainly never provided to or received by Hartleib, because my Clients flatly declined to act as counsel (or co-counsel) to Hartleib immediately after Mr. Weiser first communicated with Hartleib. *See* Exhibit 1.

Surely you agree that an implied attorney-client relationship is not formed simply because an individual seeking legal representation communicated with a lawyer once, and of course, as set forth above, Kansas law does not provide otherwise. In late March 2009, as your Petition indicates, Mr. Weiser spoke with Hartleib one time via telephone; the two men had never spoken previously. The phone call between Mr. Weiser and Hartleib took place specifically because my Clients had not agreed to act as co-counsel to Hartleib with the Murphy Firm in a derivative action on behalf of

{01025448;3}

Andrew Protzman, Esquire
December 19, 2018
Page 3

Sprint, and would not agree to doing so without having first conducted their own independent due diligence regarding Hartleib's adequacy as a derivative plaintiff and after an analysis of potential conflicts of interest implicating Hartleib. My Clients are specialists in the arena of shareholder derivative litigation and are intimately familiar with the unique issues and conflicts potentially posed by shareholder derivative plaintiffs, who bring derivative actions in a fiduciary capacity on behalf of and solely for the benefit of a corporation, rather than on their own behalf for their own personal direct benefit. My Clients routinely communicate directly with shareholders in light of these issues, in order to assess whether or not to proceed with representation in a shareholder derivative action.

During the telephone call between Hartleib and Mr. Weiser in late March 2009, Hartleib represented to Mr. Weiser that he had extensively investigated alleged wrongdoing by Sprint and previously contacted the law firm of Robbins Geller Rudman & Dowd LLP ("RGRD") in order to provide RGRD facts and analysis for the purposes of initiating and prosecuting the Securities Action *against Sprint*. Hartleib further represented that he was interested in filing a motion in federal court seeking his appointment as the lead plaintiff (or a co-lead plaintiff) in the Securities Action *against Sprint*, and that he believed he would be an ideal lead plaintiff for the Securities Action based upon his purportedly vast knowledge regarding Sprint's transgressions and its liability to the investor class. Moreover, Hartleib suggested that he wanted to receive a share of any attorneys' fees for plaintiffs' counsel which might be awarded in a derivative action to be brought on Sprint's behalf.

Mr. Weiser immediately concluded that my Clients could not and should not represent Hartleib or serve as his co-counsel in a derivative action brought for Sprint's benefit. Notwithstanding Hartleib's deeply troubling and improper suggestion that he wished to share in attorneys' fees, it is black-letter law that an investor plaintiff who simultaneously pursues both direct and derivative claims or lawsuits against and on behalf of the same corporate entity is an inadequate and conflicted plaintiff. *See Davis v. Comed, Inc.*, 619 F.2d 588, 597 (6th Cir. 1980) (derivative plaintiff found inadequate because he raised direct claims against the corporation in separate litigation, and thus "virtually admit[ted] this conflict between the derivative action and his other litigation"); *St. Clair Shores Gen. Emps. Ret. Sys. v. Eibeler*, No. 06 Civ. 688(SWK), 2006 WL 2849783, at *7 (S.D.N.Y. Oct. 4, 2006) (plaintiffs attempting to advance both derivative and direct claims "face an impermissible conflict of interest."); *Wall Street Sys., Inc. v. Lemence*, No. 04 Civ. 5299, 2005 WL 292744 (S.D.N.Y. Feb. 8, 2005) (finding that plaintiff who simultaneously brought direct and derivative actions had a conflict of interest and could not satisfy obligations pursuant to Fed. R. Civ. P. 23.1). *See also Ryan v. Aetna Life Ins. Co.*, 765 F. Supp. 133, 135 (S.D.N.Y. 1991); *Brickman v. Tyco*, 731 F. Supp. 101, 109 (S.D.N.Y. 1990).

After speaking with Hartleib, Mr. Weiser notified the Murphy Firm via email on March 27, 2009 at 7:21 a.m. that my Clients declined to serve as co-counsel to Hartleib, because my Clients had concluded that Hartleib had a conflict of interest which prevented him from serving as an adequate derivative plaintiff. *See Exhibit 1*. The Murphy Firm notified Hartleib in writing that both the Murphy Firm and my Clients declined to represent Hartleib based on the conflict of interest via email at 9:55 a.m. *Id.* Notably, the March 27, 2009 email to Hartleib from the Murphy Firm stated

{01025448;3}

Andrew Protzman, Esquire
December 19, 2018
Page 4

to Hartleib that if he were to file a derivative suit, “[d]efense counsel can be expected to object to you serving as the [derivative] Representative on the grounds of adequacy.” Had Hartleib applied for appointment as lead plaintiff in the Securities Action against Sprint, as he informed Mr. Weiser via telephone that he intended to do, and had Hartleib initiated a derivative action on behalf of Sprint at that time, undoubtedly competing movants for lead plaintiff and defense counsel in the Securities Action would have attacked him as an inadequate lead plaintiff.

Thus, there is no legitimate basis upon which it can be alleged, in good faith, for purposes of Count I of the Petition, that my Clients “entered into an attorney-client relationship” with Hartleib, explicitly or implicitly, rendering Count I for legal malpractice/breach of fiduciary duty fatally flawed. Nor is there any legitimate basis upon which it can be alleged in good faith, for purposes of Count II of the Petition, that my Clients “agreed to represent Mr. Hartleib as the shareholder representative plaintiff for the case Mr. Hartleib hired them to pursue,” and therefore Count II for violation of the KCPA is fatally flawed.

The “conduct of the parties” following March 27, 2009 also puts to rest any notion that an attorney-client relationship was ever formed by implication between my Clients and Hartleib, or that Hartleib was ever acting under any such impression. Neither my Clients nor Hartleib subsequently acted as if an attorney-client relationship had been formed, because of course there was never was any such relationship. Hartleib had no communications whatsoever with my Clients regarding Sprint until after over seven years had passed – and only then, in an attempt to extort money from my Clients by leveraging his objection to the settlement of the Sprint derivative litigation. The threatened litigation against my Clients set forth in the Petition merely serves as the latest iteration of Hartleib’s unsuccessful extortion efforts against them. In fact, Hartleib subsequently retained another law firm in the field of shareholder litigation, Kahn, Swick & Foti, LLC (“Kahn Swick”), to serve as his counsel for purposes of bringing a derivative action on behalf of Sprint, which was filed on July 14, 2011. Interestingly, despite serving as counsel to Hartleib in his Sprint derivative action, Kahn Swick chose not to represent Hartleib in connection with his objection to the Sprint derivative settlement, his related application for a direct financial award, or his unsuccessful appeal of the orders denying his objection to the settlement and his application for a financial award.

Upon the completion of my investigation into the underlying Sprint-Nextel derivative case, I suspect I will be well prepared to address and rebut all of the outrageous and seemingly false factual allegations throughout the Petition. Moreover, although I do not represent proposed defendant Monica Ross-Williams, her status as an adequate derivative plaintiff was fully adjudicated in the Sprint-Nextel litigation, rendering any questions with respect thereto moot on the basis of collateral estoppel. Further, to suggest that Ms. Ross-Williams owes a fiduciary duty to another shareholder of a publicly traded company is patently absurd.

Should you possess any contrary evidence or information I am unaware of that would support the allegations that Hartleib retained my Clients as his counsel and that my Clients entered into an attorney-client relationship with Hartleib, I would be interested in reviewing the same. It would only be in that instance where it might make sense to engage in a dialogue with you regarding the many other deeply flawed and apparently false allegations of the Petition. I might also note that I am counsel for the Weiser Firm in a pending lawsuit against Mr. Silow and the lawyer placement

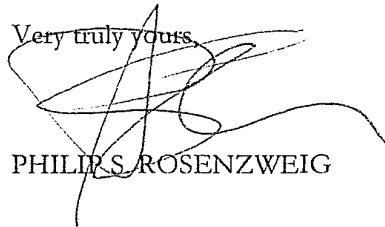
{01025448;3}

Andrew Protzman, Esquire
December 19, 2018
Page 5

agency responsible for Mr. Silow's placement at the Weiser Firm to perform document review work, so I am confident in assuring that your facts regarding Mr. Silow are flatly wrong in almost all instances.

I respectfully submit that the filing of the Petition would violate Kansas Rule of Professional Conduct 3.1 and/or various other ethical and professional obligations, and my Clients hereby reserve all rights to pursue all available remedies. Therefore, I suggest you carefully reconsider ever filing the Petition.

Be guided accordingly.

Very truly yours,

PHILIP S. ROSENZWEIG

PSR/mer
Enclosure

cc: Robert B. Weiser, Esquire (via email)

{01025448;3}

EXHIBIT 32

From: Andrew Protzman <andy@protzmanlaw.com>
Sent: Monday, January 07, 2019 3:06 PM
To: Philip Rosenzweig
Subject: Re: Hartleib v. Weiser Law Firm, P.C., et al.

Phil:

I have not received a response to my email, below. Please advise before close of business Thursday if your client is interested in a pre-suit mediation of this matter. If not, or if I don't hear from you, we will proceed with filing suit Friday.

Thank you.

Andy.

Andrew B. Protzman
Protzman Law Firm, LLC
1100 Main Street
Suite 2430
Kansas City, Missouri 64105
816.421.5100/5105(fax)
andy@protzmanlaw.com

NOTE: The Missouri Bar Disciplinary Counsel requires all Missouri lawyers to notify all recipients of e-mail that (1) e-mail communication is not a secure method of communication, (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from me to you or vice versa, (3) persons not participating in our communication may intercept our communications by improperly accessing your computer or my computer or even some computer unconnected to either of us which the e-mail passed through. I am communicating to you via e-mail because you have consented to receive communications via this medium. If you change your mind and want future communications to be sent in a different fashion, please let me know AT ONCE. The information contained in this electronic message may be attorney-client privileged, confidential, and exempt from disclosure under applicable law and is intended only for the use of the individual(s) to whom this electronic message is addressed. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this electronic communication or any attachment thereto is strictly prohibited. If you have received this electronic communication in error, you should immediately return it to us and delete the message from your system. We would also

appreciate it if you would telephone us at (816) 421-5100, to advise of the misdirected communication. Thank you.

On 12/21/18, 11:23 AM, "Andrew Protzman" <andy@protzmanlaw.com> wrote:

Phil:

I write in response to your December 19, 2018 letter to me. Please dispense with the threats to me. They are neither well-founded, nor well-received.

Mr. Hartleib vigorously disputes virtually every statement made in your letter. Just as an example, on March 22, 2009, Mr. Murphy communicated to Mr. Hartleib on his and Mr. Weiser's behalf that they had jointly reviewed Mr. Hartleib's requested revisions to the retainer and agreed to them. Subsequent to that, Mr. Weiser and Mr. Hartleib spoke on multiple occasions wherein Mr. Hartleib relied on Mr. Weiser as his lawyer, provided confidential and work-product communications to him, and received legal advice. As you well know, or should, the existence of an attorney-client relationship is not dependent upon a written agreement but is based on conduct and client expectations. See, e.g., *Matter of Hodge*, 307 Kan. 170, 407 P.3d 613 (2017). I will not belabor the additional misstatements Mr. Weiser has provided you that you repeat in your correspondence.

Regardless of these parties' factual disagreements about the course of their relationship, I did not receive an answer to the ultimate question posed: Does your client want to follow through on his suggestion of a mediation between these parties prior to Mr. Hartleib filing suit? If the answer is no, that is fine, we will file. If the answer is yes, then we need to schedule it within the next 30-60 days in order that it can be given every opportunity to succeed before we must file in the absence of a tolling agreement. Given your intimate familiarity with the Silow matter and the contents of your letter to me, I suspect that 30 days will be more than enough time for Mr. Weiser to get you up to speed.

Andy

Andrew B. Protzman
Protzman Law Firm, LLC
1100 Main Street
Suite 2430
Kansas City, Missouri 64105
816.421.5100/5105(fax)
andy@protzmanlaw.com

NOTE: The Missouri Bar Disciplinary Counsel requires all Missouri lawyers to notify all recipients of e-mail that (1) e-mail communication is not a secure method of communication, (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from me to you or vice versa, (3) persons not participating in our communication may intercept our communications by improperly accessing your computer or my computer or even some computer unconnected to either of us which the e-mail passed through. I am communicating to you via e-mail because you have consented to receive communications via this medium. If you change your mind and want future communications to be sent in a different fashion, please let me know AT ONCE. The information contained in this electronic message may be attorney-client privileged, confidential, and exempt from disclosure under applicable law and is intended only for the use of the individual(s) to whom this electronic message is addressed. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this electronic communication or any attachment thereto is strictly prohibited. If you have received this electronic communication in error, you should immediately return it to us and delete the message from your system. We would also appreciate it if you would telephone us at (816) 421-5100, to advise of the misdirected communication. Thank you.

On 12/19/18, 4:25 PM, "MaryEllen Raynor" <MRaynor@sanddlawyers.com> wrote:

ON BEHALF OF PHILIP S. ROSENZWEIG, ESQUIRE

Mr. Protzman:

Please see the attached correspondence. Thank you.

Best Regards,

Phil

Philip S. Rosenzweig, Esquire
Partner
Silverang, Donohoe, Rosenzweig & Haltzman, LLC
595 East Lancaster Avenue
Suite 203
St. Davids, Pa. 19087
610-263-0124 (direct)
610-263-0115 (main)

215-754-4139 (efax)
prosenzweig@sanddlawyers.com

EXHIBIT 33

UNITED STATES DISTRICT COURT
DISTRICT OF KANSAS

MICHAEL HARTLEIB, Derivatively on Behalf
of SPRINT NEXTEL CORPORATION,

Plaintiff,

vs.

GARY D. FORSEE, PAUL N. SALEH,
TIMOTHY E. KELLY, LINDA K. LORIMER,
WILLIAM G. ARENDT, BARRY J. WEST,
ROBERT R. BENNETT, GORDON M.
BETHUNE, LARRY C. GLASSCOCK, JAMES
H. HANCE, JR., V. JANET HILL, and
RODNEY O'NEAL,

Defendants,

-and-

SPRINT NEXTEL CORPORATION,

Nominal Defendant.

Case No 11-CV-1184-EFM-

Jury Trial Demanded

VERIFIED SHAREHOLDER DERIVATIVE COMPLAINT

Plaintiff, by his undersigned attorneys, submits this Verified Shareholder Derivative Complaint in the name and on behalf of nominal defendant Sprint Nextel Corporation ("Sprint" or the "Company") against certain directors and officers of Sprint named herein (the "Defendants"). Plaintiff bases his allegations on personal knowledge as to his own acts and on information and belief as to all other allegations, based upon due investigation by counsel, including: (a) review and analysis of public filings made by Sprint and other persons with the Securities and Exchange Commission ("SEC"); (b) review and analysis of press releases and other publications caused to be disseminated by certain of the Defendants and other persons; (c) review of news articles, shareholder communications, and postings on Sprint's website concerning the Company's public statements; and (d) review of other publicly available information concerning Sprint and other persons.

INTRODUCTION AND OVERVIEW

1. This is a shareholder derivative action brought by a shareholder of Sprint on behalf of the Company against certain of its officers and directors seeking to remedy Defendants' violations of state law, including breaches of fiduciary duties, gross mismanagement, waste of corporate assets, and unjust enrichment, that occurred between October 26, 2006 and February 27, 2008 (the "Relevant Period") and that have caused substantial monetary losses to Sprint and other damages, including damages to its reputation and goodwill. On behalf of Sprint, this action seeks damages, corporate governance reforms, an accounting, rescission, and the imposition of a constructive trust to remedy Defendants' violations of law.

2. During the Relevant Period, Defendants caused Sprint to issue or make materially false and misleading statements concerning the Company's business operations and financial condition. Additionally, Defendants caused Sprint to file materially false and misleading financial statements with the SEC.

3. In 2005, Sprint was markedly lagging behind wireless leaders AT&T and Verizon. In a frantic attempt to bolster the Company's competitiveness against AT&T and Verizon, Sprint's Board of Directors, including former CEO, Defendant Gary D. Forsee, decided to purchase Nextel Communications Inc. ("Nextel"). In August 2005, Sprint spent \$37.8 billion to purchase Nextel in hopes that combining Sprint's code division multiple access ("CDMA") technology with Nextel's integrated digital enhanced network ("iDEN") would give Sprint the competitive firepower necessary to win market share from its wireless rivals, AT&T and Verizon. One key aspect of Sprint's plan was to hone in on Nextel's niche in "push to talk," or walkie-talkie technology, the iDEN network. The combination of Sprint's CDMA and Nextel's "push to talk" iDEN was touted as

capable of achieving merger synergies worth more than the overall purchase amount or greater than \$37.8 billion.

4. After the merger, the merger synergies touted by Defendants never materialized. Instead, Sprint suffered numerous technical, financial, and operational issues. Through Defendants' failure of oversight, the newly-merged company failed to successfully integrate the CDMA and iDEN systems. Along with failing to integrate the two technology systems, Defendants also caused Sprint to inherit Nextel's large subprime subscriber base, which quickly caused Sprint's average revenue per use ("ARPU") to drop and increased customer churn rates.

5. In an attempt to hide these symptoms of a failed merger, the Defendants publicly attributed the drop in ARPU to Sprint's new heightened credit standards and its policy of decreasing reliance on subprime subscribers. These statements were false and misled shareholders, to the detriment of both them and the Company.

JURISDICTION AND VENUE

6. This Court has diversity jurisdiction over this action pursuant to 28 U.S.C. § 1332. All Defendants are completely diverse from Plaintiff. The amount in controversy exceeds \$75,000.00.

7. The Court has personal jurisdiction over each of the Defendants because each either is a corporation that is incorporated under the laws of, conducts business in and maintains operations in this District or is an individual who either is present in this District for jurisdictional purposes or has sufficient minimum contacts with this District as to render the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.

8. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because: (a) one or more of the Defendants either resides in or maintains executive offices here; (b) a substantial portion

of the transactions and wrongs complained of herein occurred here; and (c) Defendants have received substantial compensation and other transfers of money here by doing business here and engaging in activities having an effect here.

PARTIES

A. Plaintiff

9. Plaintiff Michael Hartleib is and was during the Relevant Period an owner and holder of Sprint common stock. For most of the Relevant Period, Mr. Hartleib has owned several hundred thousand dollars' worth of Sprint stock. He currently holds approximately 11,000 shares. He is a citizen of California.

B. Nominal Defendant

10. Nominal Defendant Sprint is a corporation organized under the laws of Kansas with its principal place of business in Overland Park, Kansas.

C. Defendants

11. Defendant Gary D. Forsee ("Forsee") was the Chief Executive Officer, and a director, of Sprint until October 2007. Because of Forsee's positions, he knew, consciously disregarded, was reckless and grossly negligent in not knowing, or should have known the wrongful conduct and adverse, non-public information about the business of Sprint including its finances, markets and present and future business prospects, via access to corporate documents, conversations and connections with other corporate officers and employees, attendance at management and Board meetings and committees thereof, as well as reports and other information provided to him in connection therewith. During the Relevant Period, Forsee participated in the wrongful conduct and issuance of improper statements, including the preparation of the improper press releases and improper SEC filings and approval of other statements made to the press, security analysts and

Sprint shareholders. Forsee received \$40 million in salary and other compensation from Sprint in 2007—including nearly \$14 million in falsely-described “severance” benefits upon his termination. Forsee is a citizen of the District of Columbia.

12. Defendant Paul N. Saleh (“Saleh”) was the Chief Financial Officer of Sprint from 2005 until January 2008 and its Acting Chief Executive Officer during October-December 2007. Because of Saleh’s positions, he knew, consciously disregarded, was reckless and grossly negligent in not knowing, or should have known the wrongful conduct and adverse, non-public information about the business of Sprint including its finances, markets and present and future business prospects, via access to corporate documents, conversations and connections with other corporate officers and employees, attendance at management and Board meetings and committees thereof, as well as reports and other information provided to him in connection therewith. During the Relevant Period, Saleh participated in the wrongful conduct and issuance of improper statements, including the preparation of the improper press releases and improper SEC filings and approval of other statements made to the press, security analysts and Sprint shareholders. In 2008, Saleh received \$13.7 million in stock awards and other compensation from Sprint. He is a citizen of Virginia.

13. Defendant Timothy E. Kelly (“Kelly”) was the Chief Marketing Officer of Sprint from May 2007 to January 2008, and held numerous positions in marketing and customer relations dating back to 2004. Because of Kelly’s positions, he knew, consciously disregarded, was reckless and grossly negligent in not knowing, or should have known the wrongful conduct and adverse, non-public information about the business of Sprint including its finances, markets and present and future business prospects, via access to corporate documents, conversations and connections with other corporate officers and employees, attendance at management and Board meetings and committees thereof, as well as reports and other information provided to him in connection therewith. During

the Relevant Period, Kelly participated in the wrongful conduct and issuance of improper statements, including the preparation of the improper press releases and improper SEC filings and approval of other statements made to the press, security analysts and Sprint shareholders. In 2008, Kelly received \$4.9 million in stock awards and other compensation. In 2007, while in the possession of material, non-public information concerning Sprint and its deteriorating financial condition, Kelly sold substantially all of his personal holdings of Company stock, garnering an *additional* \$1.3 million in ill-gotten gains. He is a citizen of South Carolina.

14. Defendant Linda K. Lorimer (“Lorimer”) was a member of Sprint’s Board of Directors from March 1993 to May 2008, as well as a member of its Audit Committee from 2006 to 2007. Because of Lorimer’s positions, she knew, consciously disregarded, was reckless and grossly negligent in not knowing, or should have known the wrongful conduct and adverse, non-public information about the business of Sprint including its finances, markets and present and future business prospects, via access to corporate documents, conversations and connections with other corporate officers and employees, attendance at management and Board meetings and committees thereof, as well as reports and other information provided to him in connection therewith. During the Relevant Period, Lorimer participated in the wrongful conduct and issuance of improper statements, including the preparation of the improper press releases and improper SEC filings and approval of other statements made to the press, security analysts and Sprint shareholders. Lorimer personally approved the decision to allow Forsee to be terminated voluntarily, and not “for cause,” and to receive approximately \$14 million in “severance” benefits. In 2007, Lorimer received \$250,000 in stock awards and other compensation. In 2006, while in the possession of material, non-public information concerning Sprint and its deteriorating financial condition, Lorimer sold

substantially all of her personal holdings of Company stock, garnering an *additional* \$1.1 million in ill-gotten gains. She is a citizen of Connecticut.

15. Defendant William G. Arendt (“Arendt”) was Sprint’s Senior Vice President and Corporate Controller from 2005 to 2008. He served as Acting Chief Financial Officer for the first half of 2008. Because of Arendt’s positions, he knew, consciously disregarded, was reckless and grossly negligent in not knowing, or should have known the wrongful conduct and adverse, non-public information about the business of Sprint including its finances, markets and present and future business prospects, via access to corporate documents, conversations and connections with other corporate officers and employees, attendance at management and Board meetings and committees thereof, as well as reports and other information provided to him in connection therewith. During the Relevant Period, Arendt participated in the wrongful conduct and issuance of improper statements, including the preparation of the improper press releases and improper SEC filings and approval of other statements made to the press, security analysts and Sprint shareholders. In 2008, Arendt received \$4.1 million in “other compensation” and other compensation. In 2006 and 2007, while in the possession of material, non-public information concerning Sprint and its deteriorating financial condition, Arendt sold substantially all of his personal holdings of Company stock, garnering an *additional* \$1.2 million in ill-gotten gains. He is a citizen of Virginia.

16. Defendant Barry J. West (“West”) was the Chief Technology Officer of Sprint from 2005 to 2008. Because of West’s positions, he knew, consciously disregarded, was reckless and grossly negligent in not knowing, or should have known the wrongful conduct and adverse, non-public information about the business of Sprint including its finances, markets and present and future business prospects, via access to corporate documents, conversations and connections with other corporate officers and employees, attendance at management and Board meetings and committees

thereof, as well as reports and other information provided to him in connection therewith. During the Relevant Period, West participated in the wrongful conduct and issuance of improper statements, including the preparation of the improper press releases and improper SEC filings and approval of other statements made to the press, security analysts and Sprint shareholders. In 2007, West received \$5.8 million in bonuses and other compensation. In 2007, while in the possession of material, non-public information concerning Sprint and its deteriorating financial condition, West sold substantially all of his personal holdings of Company stock, garnering an *additional* \$9.1 million in ill-gotten gains. He is a citizen of Florida.

17. Defendant Robert R. Bennett (“Bennett”) is a Sprint director and has been since October 2006. He has served on Sprint’s Audit Committee since April 2006. Because of Bennett’s position, he knew, consciously disregarded, was reckless and grossly negligent in not knowing, or should have known the wrongful conduct and adverse, non-public information about the business of Sprint including its finances, markets and present and future business prospects, via access to corporate documents, conversations and connections with other corporate officers and employees, attendance at management and Board meetings and committees thereof, as well as reports and other information provided to him in connection therewith. During the Relevant Period, Bennett participated in the wrongful conduct and issuance of improper statements, including the preparation of the improper press releases and improper SEC filings and approval of other statements made to the press, security analysts and Sprint shareholders. Bennett received \$224,000 in fees and other compensation from Sprint in 2010. Bennett is a citizen of Colorado.

18. Defendant Gordon M. Bethune (“Bethune”) has been a Sprint director since March 2004. Because of Bethune’s position, he knew, consciously disregarded, was reckless and grossly negligent in not knowing, or should have known the wrongful conduct and adverse, non-public

information about the business of Sprint including its finances, markets and present and future business prospects, via access to corporate documents, conversations and connections with other corporate officers and employees, attendance at management and Board meetings and committees thereof, as well as reports and other information provided to him in connection therewith. During the Relevant Period, Bethune participated in the wrongful conduct and issuance of improper statements, including the preparation of the improper press releases and improper SEC filings and approval of other statements made to the press, security analysts and Sprint shareholders. Bethune received \$218,500 in fees and other compensation from Sprint in 2010. Bethune is a citizen of Texas.

19. Defendant Larry C. Glasscock ("Glasscock") has been a Sprint director since August 2007. He has served on Sprint's Audit Committee since April 2007. Because of Glasscock's position, he knew, consciously disregarded, was reckless and grossly negligent in not knowing, or should have known the wrongful conduct and adverse, non-public information about the business of Sprint including its finances, markets and present and future business prospects, via access to corporate documents, conversations and connections with other corporate officers and employees, attendance at management and Board meetings and committees thereof, as well as reports and other information provided to him in connection therewith. During the Relevant Period, Glasscock participated in the wrongful conduct and issuance of improper statements, including the preparation of the improper press releases and improper SEC filings and approval of other statements made to the press, security analysts and Sprint shareholders. Glasscock received \$229,000 in fees and other compensation from Sprint in 2010. Glasscock is a citizen of Indiana.

20. Defendant James H. Hance, Jr. ("Hance") is a Sprint director and Chairman of the Board and has been since 2005. He has served on Sprint's Audit Committee since April 2006.

Because of Hance's positions, he knew, consciously disregarded, was reckless and grossly negligent in not knowing, or should have known the wrongful conduct and adverse, non-public information about the business of Sprint including its finances, markets and present and future business prospects, via access to corporate documents, conversations and connections with other corporate officers and employees, attendance at management and Board meetings and committees thereof, as well as reports and other information provided to him in connection therewith. During the Relevant Period, Hance participated in the wrongful conduct and issuance of improper statements, including the preparation of the improper press releases and improper SEC filings and approval of other statements made to the press, security analysts and Sprint shareholders. Hance received \$375,500 in fees and other compensation from Sprint in 2010. Hance is a citizen of New York.

21. Defendant V. Janet Hill ("Hill") has been a Sprint director since 2005. Because of Hill's position, she knew, consciously disregarded, was reckless and grossly negligent in not knowing, or should have known the wrongful conduct and adverse, non-public information about the business of Sprint including its finances, markets and present and future business prospects, via access to corporate documents, conversations and connections with other corporate officers and employees, attendance at management and Board meetings and committees thereof, as well as reports and other information provided to her in connection therewith. During the Relevant Period, Hill participated in the wrongful conduct and issuance of improper statements, including the preparation of the improper press releases and improper SEC filings and approval of other statements made to the press, security analysts and Sprint shareholders. Hill received \$218,583 in fees and other compensation from Sprint in 2010. Hill is a citizen of Virginia.

22. Defendant Rodney O'Neal ("O'Neal") is a Sprint director and has been since August 2007. Because of O'Neal's position, he knew, consciously disregarded, was reckless and grossly

negligent in not knowing, or should have known the wrongful conduct and adverse, non-public information about the business of Sprint including its finances, markets and present and future business prospects, via access to corporate documents, conversations and connections with other corporate officers and employees, attendance at management and Board meetings and committees thereof, as well as reports and other information provided to him in connection therewith. During the Relevant Period, O'Neal participated in the wrongful conduct and issuance of improper statements, including the preparation of the improper press releases and improper SEC filings and approval of other statements made to the press, security analysts and Sprint shareholders. O'Neal received \$203,000 in fees and other compensation from Sprint in 2010. O'Neal is a citizen of Michigan.

D. Persons Not Named Defendants

23. Daniel R. Hesse ("Hesse") is Sprint's President, Chief Executive Officer and, since 2007, a member of its Board of Directors.

24. Frank Ianna ("Ianna") has been a Sprint director since 2009. Ianna received \$205,167 in fees and other compensation from Sprint in 2010.

25. Sven-Christer Nilsson ("Nilsson") is a Sprint director and has been since 2008. Nilsson received \$186,000 in fees and other compensation from Sprint in 2009.

26. Defendant William R. Nuti ("Nuti") is a Sprint director and has been since April 2008. Nuti received \$195,000 in fees and other compensation from Sprint in 2010.

27. Hesse, Ianna, Nilsson, and Nuti—together with Defendants, Bennett, Bethune, Glasscock, Hance, Hill, and O'Neal—are referred to herein as the "Directors."

GENERAL FIDUCIARY DUTIES OF THE DEFENDANTS

28. The Defendants had stringent fiduciary obligations to Sprint and its shareholders.

29. By reason of their positions as officers, directors and/or fiduciaries of Sprint and because of their ability to control the business and corporate affairs of Sprint, the Defendants owed Sprint and its shareholders fiduciary obligations of loyalty, good faith, due care, disclosure, candor, and oversight, and were and are required to use their utmost ability to control and manage Sprint in a fair, just, honest and equitable manner. The Defendants were and are required to act in furtherance of the best interests of Sprint and its shareholders so as to benefit all shareholders equally and not in furtherance of their personal interest or benefit.

30. Each director and officer of the Company owes to Sprint and its shareholders the fiduciary duty to exercise good faith, loyalty, and diligence in the administration of the affairs of the Company and in the use and preservation of its property and assets, and to uphold the highest obligations of fair dealing. In addition, as officers and/or directors of a publicly held company, the Defendants had a duty to promptly disseminate accurate and truthful information with regard to the Company's true intentions regarding Sprint's post-merger activities.

31. The Defendants, because of their positions of control and authority as directors and/or officers of Sprint, were able to, and did, directly and/or indirectly, exercise control over the wrongful acts complained of herein, as well as the contents of the various public statements issued by the Company. Because of their advisory, executive, managerial and directorial positions with Sprint, each of the Defendants had access to adverse, non-public information about the financial condition, operations, and improper representations of Sprint.

32. At all times relevant hereto, each of the Defendants was the agent of each of the other Defendants and of Sprint, and was at all times acting within the course and scope of such agency.

33. To discharge their duties, the officers and directors of Sprint were required to exercise reasonable and prudent supervision over the management, policies, practices and controls of the

operational affairs of the Company. By virtue of such duties, the officers and directors of Sprint were required to, among other things:

(a) refrain from acting upon material, inside, corporate information to benefit themselves;

(b) conduct the affairs of the Company in an efficient, businesslike manner so as to make it possible to provide the highest quality performance of its business, to avoid wasting the Company's assets, and to maximize the Company's value;

(c) properly and accurately guide shareholders and analysts as to the true financial condition of the Company at any given time, including making accurate statements about the Company's financial results and prospects, and ensuring that the Company maintained an adequate system of financial controls such that the Company's financial reporting would be true and accurate at all times;

(d) ensure that the Company's financial statements were based on appropriate support and documentation, and were routinely checked for accuracy;

(e) ensure that financial records could not be manipulated;

(f) ensure that the Company was operated in a diligent, honest and prudent manner in compliance with all applicable federal, state and local laws, rules and regulations;

(g) ensure that there were sufficient checks and balances in Sprint's accounting and finance functions, and related functions, to prevent accounting irregularities, internal control problems, and/or overstatement of revenue or asset values; and

(h) ensure that no inaccurate financial information about Sprint was released to the public that would tend to artificially inflate Sprint's stock, and that would thus cause corresponding or greater harm to the Company's value when the truth was revealed.

34. Each of the Defendants, by virtue of his or her position as a director and/or officer, owed to the Company and to its shareholders the fiduciary duties of loyalty, good faith, due care, disclosure, candor, and oversight in the management and administration of the affairs of the Company, as well as in the use and preservation of its property and assets. The conduct of the Defendants complained of herein involves a knowing and culpable violation of their obligations as directors and officers of Sprint, the absence of good faith on their part, and a reckless disregard for their duties to the Company and its shareholders. The Defendants were aware, or should have been aware, that those violations, absences of good faith, and the reckless disregard of duties posed a risk of serious injury to the Company. The conduct of the Defendants who were also officers and/or directors of the Company during the Relevant Period has been ratified by the remaining Defendants who collectively comprised all of Sprint's Board during the Relevant Period.

35. Because of their positions with the Company, and their access to material non-public information available to them but not to the public, Sprint, through the Defendants, knew that the adverse facts specified herein had not been disclosed to and were being concealed from the public and that the positive representations being made were then materially false and misleading. As a result of defendant's illegal actions and course of conduct during the Relevant Period, the Company is now subject to class action lawsuits that allege violations of both federal and state law. As a result, Sprint has expended, and will continue to expend, significant sums of money.

SPECIFIC FIDUCIARY DUTIES OF DEFENDANTS

Duties of the Audit Committee

36. The Audit Committee during the Relevant Period included Defendants Glasscock, Bennett, and Hance. Ianna currently serves on the Committee.

37. The primary purpose of the Audit Committee is to “review and discuss the annual audited financial statements and quarterly financial statements to be included in Sprint’s Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, respectively, with management and the independent registered public accounting firm, including review of Sprint’s specific disclosures under “Management Discussion and Analysis of Financial Condition and Results of Operations.”

38. The Charter of the Audit Committee contains specific areas of responsibility, including:

- “Review with Sprint Nextel’s general counsel and legal matters that could have a significant impact on Sprint Nextel’s financial statements ...”
- “Oversee the quality-control process of the independent registered public accounting firm by, at least annually, obtaining and reviewing reports from the independent registered public accounting firm describing the firm’s internal quality-control procedures; any material issues raised by the most recent internal quality control review, or peer review, of the independent registered public accounting firm, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the firm and any steps taken to deal with any such issues. At least annually, conduct an evaluation of the independent registered public accounting firm’s qualifications, performance and independence, taking into account the opinions of management and the internal audit function. The evaluation of the independent registered public accounting firm will include the review and evaluation of the lead partner of such firm. The Audit Committee will review and discuss with the Board its determinations with respect to the independent registered public accounting firm.”
- “Review the impact of pronouncements of the Financial Accounting Standards Board, SEC and other governing or regulating bodies on Sprint Nextel’s financial statements.”
- “Review the integrity of Sprint Nextel’s financial reporting processes, both internal and external, with input from the independent registered public accounting firm and the internal audit function.”

- “Receive reports from management regarding all significant deficiencies and material weaknesses in the design or operation of Sprint Nextel’s internal control over financial reporting which are reasonably likely to adversely affect Sprint Nextel’s ability to record, process, summarize and report financial information.”
- “Discuss with management the Chief Executive Officer’s and Chief Financial Officer’s evaluations of Sprint Nextel’s disclosure controls and procedures.”

Duties of the Compensation Committee

39. The Compensation Committee during the Relevant Period included Defendants Bethune, Hill, and O’Neal. Nuti currently serves on the Committee.

40. The Compensation Committee must “review and approve any severance, retention or other termination plans and any severance retention or other termination payments proposed to be made to any current or former principal senior office.”

41. The Charter of the Compensation Committee contains specific areas of responsibility, including:

- “With input from the non-employee Board members who are not members of the Compensation Committee, review and approve Sprint Nextel’s goals and objectives relevant to the CEO’s compensation, evaluate the performance of the CEO in light of those goals and objectives, and set the annual compensation levels for the CEO based on the Board’s and the Compensation Committee’s performance evaluations and the Compensation Committee approved compensation principles.”
- “Review and approve any proposed employment agreement (including any amendments) with principal senior officers. The Compensation Committee will review and approve any severance, retention or other termination plans and any severance, retention or other termination payments proposed to be made to any current or former principal senior officer, except for any such payment made in accordance with a plan or agreement previously approved by the Board or the Compensation Committee.”

CONSPIRACY, AIDING AND ABETTING, AND CONCERTED ACTION

42. In committing the wrongful acts alleged herein, the Defendants have pursued, or joined in the pursuit of, a common course of conduct. They have acted in concert with and

conspired with one another in furtherance of their common plan or design. In addition to pursuing the wrongful conduct that gives rise to their primary liability, the Defendants also aided and abetted, and/or assisted, each other in breach of their respective duties.

43. During the Relevant Period, the Defendants collectively and individually initiated a course of conduct that was designed to and did: (i) conceal that most of the “growth” in Sprint’s CDMA business was actually due to pre-existing iDEN customers switching to CDMA; (ii) conceal that Sprint would be unable to successfully integrate the CDMA and iDEN networks as promised, including by completing the migration of the Company’s customer base to a uniform billing platform by 2007; (iii) conceal the Company’s failure to address and resolve its customer service issues; (iv) conceal that the Company was not adequately reserving for goodwill associated with Nextel in violation of GAAP; (v) conceal that the Company was not adequately reserving for loan losses related to subprime subscribers in violation of GAAP; and (vi) deceive the shareholders of Sprint while in possession of non-public information regarding the Defendants’ management of Sprint’s operations, the Company’s financial health and stability, and its future business prospects that were repeatedly misrepresented by Defendants.

44. The purpose and effect of the Defendants’ conspiracy, common enterprise, and/or common course of conduct was, among other things, to disguise the Defendants’ violations of state law, including breaches of fiduciary duty, abuse of control, gross mismanagement, waste of corporate assets and unjust enrichment; and to conceal adverse information concerning the Company’s future earnings outlook.

45. The Defendants accomplished their conspiracy, common enterprise, and/or common course of conduct by purposefully or recklessly releasing improper statements on the Company’s behalf. Because the actions described herein occurred under the Board’s authority, each of the

Directors except Hesse, Ianna, Nilsson, and Nuti was a direct, necessary, and substantial participant in the conspiracy, common enterprise, and/or common course of conduct complained of herein.

46. Each of the Defendants aided and abetted and rendered substantial assistance in the wrongs complained of herein. In taking such actions to substantially assist the commission of the wrongdoing complained of herein, Defendants acted with knowledge of the primary wrongdoing, substantially assisted the accomplishment of that wrongdoing, and was aware of his or her overall contribution to and furtherance of the wrongdoing.

DEFENDANTS BREACH THEIR FIDUCIARY DUTIES

47. Defendants, by their fiduciary duties of care, good faith, and loyalty, owe to Sprint a duty to insure that the Company's public filings and statements fairly represent the operations and business prospects of the Company. In order to adequately carry out these duties, it is necessary for the Defendants to know and understand the material, non-public information that should be either disclosed or omitted from the Company's public statements.

48. This material, non-public information principally concerned Sprint's misleading statements regarding the Company's growth expectations and their purported post-merger efficiencies. The Defendants owed a fiduciary duty to Sprint to ensure that Sprint's Relevant Period statements properly disclosed all material facts concerning the Company.

49. On October 26, 2006, the Defendants caused Sprint to issue a press release reporting its financial results for the third quarter 2006. In this release, the Defendants touted "progress on margins, merger integration and operational improvements to enhance competitive position" and revenues of \$9.1 billion, an increase of 12% from the third quarter 2005. CEO Forsee also claimed that the Company benefited from "merger synergies." The release specifically stated:

Sprint Nextel Corp. (NYSE:S) today reported third quarter 2006 financial results. In the quarter, the company improved profitability and launched several initiatives to enhance operating performance.

For the quarter, diluted earnings per share (EPS) from continuing operations were 8 cents, compared to 12 cents per share for the third quarter 2005. The reported earnings include charges of 2 cents for special items and 22 cents for merger and acquisition-related amortization cost. For the quarter, Adjusted EPS before Amortization*, which removes these effects, increased 7% to 32 cents per share, versus pro forma Adjusted EPS before Amortization* of 30 cents in the year-ago period. Third quarter results reflect growth in operating income from the Wireless segment, offset by a lower contribution from Long Distance.

In the current quarter, the company reported consolidated revenue of \$10.5 billion, an increase of 8% compared to pro forma revenues in the 2005 third quarter. Consolidated Adjusted OIBDA* of \$3.4 billion increased 14 percent compared to the third quarter of 2005 pro forma results. In the quarter, the company reported a 38.4% Adjusted OIBDA margin* in the Wireless segment and a Consolidated Adjusted OIBDA margin of 34.8%, a 150-basis point improvement from the year-ago period. Third-quarter Consolidated Free Cash Flow* was \$769 million.

Total wireless net subscriber additions were 233,000 for the quarter due to growth in CDMA post-paid subscribers, a gain in Boost pre-paid service subscribers and renewed growth in wholesale subscribers, offset by a decline in iDEN post-paid subscribers. At the end of the quarter, Sprint Nextel's total base was 51.9 million subscribers.

In the third quarter, Wireless data revenues increased 74% compared to the year-ago period. Long Distance IP services increased 26% and Cable Voice over Internet Protocol (VoIP) users served by Sprint Nextel more than doubled from the third quarter a year-ago.

In August, the company initiated its common stock buy-back program which is expected to total up to \$6 billion over an 18-month period. In the third quarter, the company acquired 91 million common shares at an aggregate cost of approximately \$1.5 billion. The company will vary the amount and timing of its common stock purchases from time to time as the program proceeds.

"In the third quarter, our margins benefited from merger synergies and the scale provided by acquisitions," said Sprint Nextel President and Chief Executive Officer Gary Forsee. "Our profitability in the quarter is encouraging and demonstrates the potential of an asset mix that now is predominantly wireless. In the third quarter we took some actions to improve the quality of the customers coming into our business, and this is constraining our near-term growth. At the same time, we have taken a number of actions we believe will improve our top-line growth performance over time."

50. Sprint's Form 10-Q filed on November 9, 2006 emphasized Sprint's "more restrictive credit policies," which was put into place under the Defendants' direction. The Form 10-Q stated in relevant part:

We have implemented a number of programs in an effort to improve customer retention and lower our rate of churn. We also have implemented more restrictive credit policies and have distribution of our prepaid services in certain markets, which may adversely impact our ability to attract lower credit quality subscribers and users of prepaid services in the affected markets.

51. On January 8, 2007, the Defendants caused the Company to issue a press release entitled "Sprint Nextel Provides Update on Financial Outlook and Operating Performance." The press release reiterated the actions undertaken by the Company, through the direction of Defendants, in 2006 to "designed to improve network performance, raise brand awareness, enhance customer satisfaction, stabilize average customer revenues, reduce churn and increase sales and distribution productivity." Specifically, the press release stated:

Based on preliminary data, Sprint Nextel expects to report full-year 2006 consolidated operating revenues of approximately \$41.0 billion, while Adjusted Operating Income Before Depreciation and Amortization (adjusted OIBDA) continues to be projected in a range of \$12.6 billion to \$12.9 billion. Total capital expenditures are estimated to be \$7.0 billion to \$7.3 billion.

During the fourth quarter, Sprint Nextel added 742,000 total net subscribers and ended the period with a base of 53.1 million. The fourth quarter net additions include 876,000 from wholesale and affiliates, and 171,000 new Boost customers, which were offset by a decline of 306,000 post-paid subscribers. Post-paid performance in the quarter reflects solid gains in CDMA subscribers, offset by a decline in the iDEN base."

* * *

"Sprint Nextel ended 2006 in a solid financial position," said Gary D. Forsee, the company's chairman and chief executive officer. "We expect our full-year projected financial results will be in line with our prior guidance, and we remain on or ahead of plan in integrating our pre-merger operations, systems and product and service line up."

52. In addressing the Company's plan to "improve customer satisfaction," the January 8, 2007 press release specifically stated:

Improved Customer Satisfaction

-- The company expects to complete the conversion of its entire customer base to a unified billing platform in 2007 from the multiple legacy platforms in place today.

-- A new call center dedicated to serving Boost customers will be opened and the number of business and consumer centers will be expanded during the year.

-- As part of its efforts to improve customer satisfaction, in the second half of 2006 business and consumer customer service operations were consolidated into one organization, allowing for greater efficiency in supporting the customer experience. New executives have been named to lead customer retention and customer operations activities.

53. On February 28, 2007, Defendants caused the Company to issue its fourth quarter 2006 year-end earnings results. On the same day, the Defendants caused Sprint to issue a press release highlighting the purported success that "net subscriber growth on the CDMA platform was solid, with a total of more than 1.3 million net additions from post-paid, wholesale and affiliate subscribers." The press release stated in relevant part:

"In the fourth quarter, we increased funding of business operations and network investments. We are seeing early returns from these investments as we widen our lead in wireless data services on the CDMA platform and with the iDEN network now delivering substantially improved call quality metrics," said Gary Forsee, Sprint Nextel Chairman and CEO.

54. On March 1, 2007, the Defendants caused the Company to file its Form 10-K for the year ending December 31, 2006. In this filing, the Defendants allowed the Company to state that Sprint "tightened Sprint's credit policies for new subscribers of both CDMA and iDEN services." The filing also contended that Sprint's "churn of subscribers of our CDMA services remains high relative to our competitors, in large part due to credit-related deactivations."

55. On May 2, 2007, the Defendants caused the Company to release its first quarter 2007 earnings results. The Company was caused to state in relevant part:

In the quarter, the company added nearly 600,000 net new subscribers, expanded network coverage and capabilities and significantly increased investments in business operations. The company reported strong demand for wireless data services and wireline IP services and achieved a fast start for its PowerSource(TM) handset offering that combines the best push-to-talk, voice and data capabilities on one device. The company also substantially completed a major headcount reduction, continued to build momentum on its planned fourth generation wireless data offering and launched a market trial for a Boost Mobile unlimited local calling plan.

* * *

“Our plans in 2007 call for a substantial increase in the funding of business operations to build long term growth and profitability,” said Gary Forsee, Sprint Nextel chairman and CEO. “We established a quick ramp on these investments in the first quarter to accelerate our progress. These increased commitments, along with notably higher device subsidies to drive acquisition and retention, impacted our profitability in the quarter. However, we are seeing some positive tradeoffs in the form of enhanced competitiveness. Examples include:

- Double-digit annual growth in prime credit post-paid acquisitions;
- Continuing improvements in the customer experience;
- Good progress in integrating our disparate network users through new PowerSource devices and transitioning to a single billing and service delivery platform;
- Stronger key brand recognition metrics as a result of an increase in year-over-year advertising spend, and further enhancement of our marketing potential with the announcement of a new advertising agency;
- iDEN and CDMA networks now performing at their “best ever” levels; and
- Great strides in planning for next generation capabilities, including announcing the market launch schedule for our WiMAX broadband wireless data services.

“In the quarter, we had solid performance in our CDMA post-paid business, including sequential growth in both gross and net additions and improved customer churn,” said Forsee. “We also achieved a stronger Boost Mobile customer gain, continued growth in MVNO channels and good velocity with PowerSource sales. Together, these four lines of business generated 1.3 million net additions during the first quarter. However, these gains were partially offset by a decline in the iDEN

post-paid subscriber base reflecting prior network constraints, which have since been largely mitigated.

“Overall post-paid subscriber retention rates again trended slightly positive in the quarter, and reported net add performance was ahead of expectations. In the quarter, 44% year-over-year growth in wireless data services continued to partially offset voice revenue declines. In the Wireline segment, we reported 28% growth in IP services year-over-year, and increased the number of cable telephony customers we serve by more than 200,000 during the quarter. Over the course of the year, we expect to achieve improving profitability in consolidated results, consistent with our previously announced annual guidance,” Forsee said.

56. On August 8, 2007, Defendants caused the Company to release its second quarter 2007 earnings results. The Company was caused to state that it “experienced strong post-paid demand on the CDMA platform” and that “these gains were offset by lower demand for iDEN post-paid services.”

57. The foregoing statements regarding the Company’s credit policies and customer quality were misleading because the Defendants had not “tightened credit” or “implemented more restrictive credit policies” during the fourth quarter of 2006. Defendants would later admit that they had actually reversed the credit standards implemented in the earlier part of 2006 and increased credit extended to boost subscriber growth, reduce churn, and inflate APRU through the addition of subprime customers on both the iDEN and CDMA networks.

58. The foregoing statements regarding the health of the Company’s business were also misleading because, as is later revealed, the Defendants would be unable to complete “the conversion of its entire customer base to a unified billing platform in 2007 from the multiple legacy platforms in place,” integrate the CDMA and iDEN networks, therefore causing more problems with synergies and customer service, and read other consolidation “merger synergies,” which would have a negative effect on the Company’s churn rate and financial earnings.

59. The foregoing statements regarding the Company's financial prospects were also misleading because, as is later revealed, the Defendants were not properly accounting for the Company's repaired goodwill associated with the merger, causing its financial statements to be materially misstated and not in compliance with GAAP.

THE MISCONDUCT IS REVEALED

60. On October 8, 2007, Defendants caused Sprint to issue a press release announcing that the Company's President, CEO, and Chairman of the Board, Gary D. Forsee, was "stepping down." In this same press release, Sprint was caused to announce a net loss of approximately 337,000 post-paid subscribers in the third quarter of 2007.

61. An article in the *New York Times* on October 9, 2007, discussing Gary Forsee's departure and dismal third quarter results, stated that:

Analysts attribute Sprint's problems and Mr. Forsee's departure to the poorly executed union of Sprint and Nextel Communications, a deal struck in 2005.

The Sprint and Nextel networks operated on different wireless technologies, which made it harder to merge operations.

"When Sprint bought Nextel, it was like buying a completely alien technology with no synergy at all," said Edward Snyder, a telecommunications industry analyst with Charter Equity Research. But, he noted, Sprint figured "everybody else was merging, why not them?"

The two companies also had different marketing strategies. Nextel sought more business clients, while Sprint focused primarily on consumers. After the merger "there was a tremendous amount of brand confusion," said Walter Piecyk, an industry analyst with Pali Research.

Mr. Piecyk said that problems were widespread within Sprint. In its wireless business, which is the future of a telecommunications company, Mr. Piecyk said the network needed improvement and customer service was poor. The cost of acquiring new customers has been rising as well.

62. A MarketWatch.com report on October 9, 2007, reiterated these issues, stating:

Former Chief Executive Gary Forsee is out of a job because he couldn't keep customers happy. ... The problems can be traced to Sprint's \$35 billion purchase of

Nextel in 2005, championed by Forsee. Efforts to combine Sprint and Nextel ran into frequent obstacles, leading to increased service disruptions and the defection of 1 million premium customers over the past year.

* * *

Improving Sprint's performance, at least against its chief rivals, won't be an easy task in the ultra-competitive wireless industry. AT&T Inc. and Verizon Wireless, the two largest U.S. mobile carriers, appear to be firing on all cylinders and other vendors such as T-Mobile USA Inc. are snapping at Sprint's heels.

* * *

The first order of business is to minimize service disruptions for customers when they make calls on the Sprint or Nextel networks. Sprint consistently ranks at the bottom of customer-satisfaction surveys and its 2%-plus churn rate is the highest in the industry. Churn measures the percentage of customers who cancel service.

"They've got to focus," said wireless consultant Jane Zweig of The Shosteck Group, an early critic of the Sprint-Nextel merger. "They are not doing anything well."

The problems run deep. Sprint and Nextel use different technologies to run their networks, target different customers and operate with different corporate cultures.

One of the biggest drags on Sprint is the continued cost of running two networks. Sprint uses a wireless standard known as CDMA while Nextel relies on a unique technology known as iDEN.

Attempts to shift iDEN customers to the CDMA network have been too slow and far from seamless. In addition, capacity on the iDEN network has been strained by fast growth in Nextel's prepaid Boost service.

The result: more disruptions and unhappy customers. What's worse, those customers also happen to be the most lucrative in the industry.

* * *

"Whoever the new CEO is, he's going to have a big uphill challenge," Zweig said.

63. Despite Defendant Forsee's responsibility for the losses to the Company, the Sprint Board of Directors allowed Forsee to resign, instead of treating his termination as one for cause. Thus, the Board allowed Forsee to retain over \$40 million in compensation for 2007—including nearly \$14 million in purported "severance" benefits. There was no rational business purpose to

conferring such largesse on a departing executive who had not benefited but had actively *harmed* Sprint.

64. On November 1, 2007, Defendants caused the Company to issue its third quarter 2007 financial results, including its earnings results. In a press release caused filed on the same day, Sprint announced that it was no longer following its 2008 earnings guidance. The press release stated in relevant part:

Sprint Nextel Corp. (NYSE: S) today reported third quarter 2007 financial results. Consolidated net operating revenues in the quarter were \$10 billion compared to \$10.5 billion in the year-ago third quarter. Net income in the quarter was \$64 million or 2 cents diluted earnings per share, which compares to \$279 million or 9 cents diluted earnings per share (EPS) in the year-ago period. Adjusted EPS before Amortization*, which removes the effects of special items and merger-related amortization costs, was 23 cents in the quarter compared to 32 cents in this quarter of 2006. The decline in earnings is due to a lower contribution from Wireless, partially offset by an improved contribution from Wireline.

The company reported a net decline of 60,000 total wireless subscribers in the third quarter. Overall subscriber results include growth from CDMA post-paid, Boost Unlimited, wholesale and affiliate channels. These gains were offset by declines from iDEN post-paid and traditional Boost pre-paid product lines. In the quarter, post-paid churn was 2.3% on seasonally higher involuntary deactivations and competitive market conditions. The Wireless post-paid ARPU* of a little more than \$59 in the quarter continues to be supported by data growth, offset by lower voice contributions.

65. On November 9, 2007, Defendants caused the Company to file its Form 10-Q for the period ending September 30, 2007. The Form 10-Q reported Sprint's financial results as announced in the Company's November 1, 2007 press release. In response to this filing, analysts at Morgan Stanley issued a scathing assessment of Sprint's future prospects. The Morgan Stanley report, dated November 14, 2007, stated in relevant part:

Sprint's 10Q commentary indicates that there is little relief in sight. The company has been plagued by numerous ongoing operational issues, including secular decline in its iDEN business, increasing churn, declining revenues, billing system integration delays and its Clearwire partnership disintegration. The company has also been burdened with executive turnover which heightens the level of uncertainty on the

direction of the company. With that said, outlook for 4Q and 2008 is not promising, with little sign of turnaround.”

66. On December 18, 2007, Hesse was announced as being Sprint’s new President and CEO. In a press release, Hesse conceded that “clearly we must improve execution across the board.”

67. As noted by The Wall Street Journal on December 18, 2007:

Sprint Nextel shares have plummeted nearly 50% since the Sprint-Nextel deal closed in August 2005. Putting together the companies’ disparate networks and cultures has proven a trickier task than their directors and executives anticipated, and many customers have defected as a result.

68. On January 18, 2008, Defendants caused the Company to issue a press release announcing Sprint’s fourth quarter subscriber results and a plan to “Streamline Operations.” One aspect of the plan to “streamline operations,” as announced in the January 18, 2008 press release, was to lay off employees and record a non-cash impairment charge related to goodwill in the fourth quarter of 2007. Specifically, the release stated “anticipating continued downward pressure on subscriber trends, revenues, and profitability in 2008, Sprint Nextel also announced initial plans to streamline the business in the coming months. These plans call for job reductions across the company.” The press release further stated in relevant part:

Sprint Nextel is currently performing its annual assessment of the goodwill recorded on its financial statements and expects to conclude this process prior to the release of its fourth-quarter earnings report. Given current market conditions, particularly the recent decrease in the company’s stock price, Sprint Nextel could determine that it will record a non-cash impairment charge related to goodwill in the fourth quarter 2007. Any such charge would have no affect on either the company’s current cash balance or future cash flows.

69. That same day, MarketWatch.com reported on the Company’s January 18, 2008 press release:

The company has been hurt by a reliance on credit-risky subscribers, mediocre customer service and a less attractive roster of handsets compared to competitors such as AT&T Inc., the exclusive provider of the iPhone.

In the fourth quarter, Sprint lost 109,000 subscribers overall and 683,000 postpaid customers -- larger than Wall Street analysts expected. Postpaid customer, who sign up for annual plans and pay at the end of each month, are considered the most valuable in the industry.

* * *

Churn, or the number of customers who cancel service, remained stubbornly high at 2.3% in the fourth quarter.

Part of the reason was that Sprint has been culling out customers who've had trouble paying their bills. Sprint relied too much in the past on credit-risky consumers to generate growth and management has been taking steps to limit the company's exposure.

* * *

Sprint ended 2007 with 53.8 million wireless customers, barely higher than the 53.1 million it served at the end of 2006. AT&T and Verizon, by contrast, added millions of new customers.

Market leader AT&T, for instance, gained a net 4.7 million mobile customers through the first three quarters of 2007 to 65.7 million. In the same time frame, Verizon added 4.6 million mobile subscribers to 63.7 million.

What's worse, the number of postpaid subscribers served by Sprint fell by 1 million in 2007 to 40.8 million.

70. The Company's problems were discussed in a New York *Times* article published the next day, on January 19, 2008:

Industry analysts had estimated that in the fourth quarter Sprint lost about 350,000 contract subscribers — a carrier's most valuable customers, signed up for contracts of a year or more. Instead, Sprint announced that it had a net loss of 638,000 contract customers.

"It's the magnitude of the weakness that is shocking," said Michael Nelson, an analyst at the Stanford Group, an investment firm.

To reduce costs, Sprint said it planned to cut its payroll by 4,000 workers. The company, based in Reston, Va., currently has about 60,000 employees.

Sprint said it would also close 125 company-owned retail stores, about 8 percent of the nearly 1,400 in the Sprint chain. The total labor savings, the company said, should be \$700 million to \$800 million a year.

* * *

Cutting costs at Sprint, analysts say, is a logical step, given the decline in business. But they say the company must address other fundamental issues — some unresolved since Sprint completed its \$35 billion purchase of Nextel in 2005. The company, the analysts say, runs two networks that use different technologies, and making the transition to a single compatible technology is proving to be more time-consuming and costly than expected.

Sprint, Mr. Nelson said, has also not settled on a consistent marketing strategy. By contrast, he said, Verizon has successfully promoted the quality of its network with advertisements that include the catchphrase “Can you hear me now?”

And AT&T has carved out a position as offering a reliable network and stylish handsets. It was the first to offer Motorola’s Razr and, later, Apple’s iPhone.

“But Sprint has not come up with a broad enough marketing strategy to appeal to a mass consumer audience yet,” Mr. Nelson said.

71. Upon this news and over concerns about a lack of visibility of the company’s performance going forward and financial and operating results, Fitch Ratings downgraded Sprint’s credit ratings on its long-term debt to junk status and place the Company on rating watch negative. Rating agency Standard & Poor’s took a similar rating action a mere three days later on January 22, 2008. Within three days of Defendants causing Sprint to announce its plans to “streamline operations,” two of the largest rating agencies lowered Sprint’s debt rating to “junk” status.

72. On January 31, 2008, in a Form 8-K, the Defendants caused the Company to announce that Sprint would record a material, non-cash impairment charge that would represent “a substantial portion, and potentially all, of the goodwill recorded on its balance sheet at the conclusion of the second test of the goodwill assessment.” The 8-K stated in relevant part:

Sprint Nextel is required to assess goodwill for impairment annually under generally accepted accounting principles. This assessment occurs during the fourth quarter of each calendar year.

The annual goodwill impairment assessment consists of two tests. Sprint Nextel first tests goodwill for impairment by comparing the fair value of the wireless reporting unit with its net book value. If the fair value of the wireless reporting unit exceeds its net book value, goodwill is not impaired, and no further testing is necessary. If the net book value of the wireless reporting unit exceeds its fair value, Sprint Nextel must perform a second test to measure any impairment charge.

Sprint Nextel has completed the first test of its annual goodwill impairment assessment. The results of the first test have been reviewed and discussed by management and the audit committee of the board of directors. On January 30, 2008, management concluded that the net book value of the wireless reporting unit exceeds its fair value; therefore, Sprint Nextel must perform the second test of the goodwill impairment assessment.

To measure the amount of any impairment charge under the second test, Sprint Nextel must determine the implied fair value of goodwill. Specifically, Sprint Nextel must make a hypothetical allocation of the fair value of the wireless reporting unit among all of the tangible and intangible assets and liabilities of that unit, including any unrecognized intangible assets, to determine the implied fair value of goodwill. If the implied fair value of goodwill is less than the approximately \$31 billion of goodwill currently recorded on its balance sheet, Sprint Nextel must record an impairment charge for the difference.

Based on the work completed to date, Sprint Nextel will be required to record a material, non-cash impairment charge that will represent a substantial portion, and potentially all, of the goodwill recorded on its balance sheet at the conclusion of the second test of the goodwill assessment. That charge, which will be reported in its fourth quarter 2007 financial results, will not impact Sprint Nextel's current cash balance or future cash flows, or result in a violation in any covenant of any of Sprint Nextel's debt instruments.

73. On February 28, 2008, Defendants caused the Company to issue a press release announcing Sprint's fourth quarter and full year 2007 financial results. The release confirmed that Sprint recorded a goodwill impairment charge of \$29.7 billion in the fourth quarter of 2007. Equally shocking, Sprint announced that it would be suspending its dividend payments "for the foreseeable future." The press release stated in relevant part:

"The fourth quarter financial results reflect the challenges facing our Wireless business," said Dan Hesse, Sprint Nextel CEO. "We are making significant changes across the organization in an effort to improve execution, stabilize our customer base and deliver on the opportunity provided by our assets. Given current deteriorating business conditions, which are more difficult than what I had expected to encounter, these changes will take time to produce improved operating performance, and our near-term subscriber and financial results will continue to be pressured. Additionally, in light of current capital market conditions, we are taking steps to increase our financial flexibility and mitigate refinancing risk by borrowing funds from a revolving credit facility and discontinuing declaring a dividend for the foreseeable future."

74. In response to this news, on February 28, 2008, S&P Ratings placed the Company's corporate rating and all other ratings on CreditWatch with negative implications. "The erosion in Sprint Nextel's subscriber base and the resultant decline in EBITDA are substantially higher than we anticipated and the company's business profile is probably no longer supportive of an investment-grade rating," said S&P's credit analyst Allyn Arden.

75. According to MarketWatch.com, in a conference call with analysts that same day, February 28, 2008, Hesse admitted that the Company faced serious problems and that management had previously "never let investors or analysts onto the true depth of the company's problems." The article stated:

On Thursday, the struggling wireless-phone carrier admitted it has a big problem. Namely, that lots of customers dislike its service. New Chief Executive Dan Hesse was unusually blunt in a conference call with analysts detailing the company's myriad woes.

He gets high marks for honesty, but the road to recovery doesn't have short detours. The problems at Sprint - dating to the \$35 billion acquisition of Nextel in 2005 - were at least three years in the making. It could take just as long to fully repair the damage.

Poor customer service, uneven network quality, lackluster choice of phones and bureaucratic inertia or infighting have all contributed to the company's deteriorating health. This is most evident in the company's stock price, which has lost more than half its value since last summer.

* * *

Hesse is not in denial like the former management team, which never let investors or analysts onto the true depth of the company's problems.

* * *

To cite one example, former executives always played down independent consumer-satisfaction surveys that showed Sprint with one of the worse records in the industry. Hesse on Thursday open acknowledged the results of those surveys.

"This has hurt our brand," he said.

76. On February 29, 2008, Defendants caused the Company to file its Form 10-K for the period ending December 31, 2007. In the 10-K, Defendants revealed the extent of Sprint's problems which stemmed from the Company's prior reliance on subprime customers, a policy implemented under Defendants control of the Company. Further disclosed in the 10-K by Defendants was the scope of Defendants' failure to successfully merge Sprint and Nextel. The Form 10-K revealed that Sprint lost 683,000 post-paid subscribers in the fourth quarter of 2007 and divulged that 686,000 post-paid subscribers left the iDen network, while there were only 3,000 additions to the CDMA network, down more than 99% from the prior year.

77. In addressing the issue of iDEN losses in 2007, the Form 10-K for the period ending December 31, 2007 stated that such losses were the result of "consumer sentiment regarding the iDEN network, reduced marketing programs and limited new handset offerings." Nowhere within the Form 10-K did the Defendants attribute the 2007 iDEN losses to heightened credit standards. Moreover, the 10-K further acknowledged, for the first time, that the Company "increased credit extended in early 2007 and 2006" and "earlier in the year, we adjusted our credit policy in certain markets in an effort to attract new subscribers. In late 2007, we adjusted our credit policies and returned to policy standards similar to those in mid-2006, which also contributed to the decline in subscriber additions."

DERIVATIVE ALLEGATIONS

78. Plaintiff brings this action derivatively in the right and for the benefit of Sprint to redress injuries suffered, and to be suffered, by Sprint as a direct result of the violations of state law, including breaches fiduciary duty, abuse of control, and unjust enrichment, as well as the aiding and abetting thereof, by Defendants.

79. Sprint is named as a nominal defendant in this case solely in a derivative capacity. This is not a collusive action to confer jurisdiction on this Court that it would not otherwise have.

Plaintiff was a shareholder of Sprint at the time of the transactions complained of. Plaintiff will adequately and fairly represent the interests of Sprint and its shareholders in enforcing and prosecuting their rights. Prosecution of this action, independent of the current Board of Directors, is in the best interests of the Company.

80. The wrongful acts complained of herein subject, and will continue to subject, Sprint to continuing harm because the adverse consequences of the actions are still in effect and ongoing.

81. The wrongful acts complained of herein were unlawfully concealed from Sprint's shareholders.

DEMAND FUTILITY

82. Plaintiff has not made any demand on the Board of Sprint to institute this action since such demand would be a futile and useless act because the wrongful acts complained of show an abdication by Defendants of their fiduciary duties of due care and oversight. Such abdication included, but was not limited to:

- (a) allowing the Company to become engaged in and/or suspected of potentially illegal and fraudulent activities;
- (b) allowing knowingly false material representations to be made to federal regulatory and law enforcement officials so as to induce them to approve the merger; and
- (c) allowing the Company's financial statements to be artificially inflated.

83. Plaintiff has not made any demand on shareholders of Sprint because such demand would be similarly futile. As a widely-held public company, Sprint has nearly 3 billion shares outstanding; identifying and making demand on the hundreds of thousands, if not millions, of shareholders who own these shares would be impossible for Plaintiff, both as a matter of practical reality and in terms of financial cost.

84. The misconduct of the Directors alleged herein was not, and could not have been, the product of a valid or good faith exercise of business judgment.

85. Whenever a director is entrusted to make a decision about a corporate transaction in which that director has a financial interest, the entire fairness doctrine is triggered. That doctrine carries a presumption that the transaction was accomplished to favor the interests of the director over the corporation, and the director carries the burden of demonstrating that the transaction was actually entirely fair to the corporation. Given that presumption and burden shifting, the business judgment rule is rebutted, and demand is not required.

86. As detailed above, the Directors were directly involved in the misconduct challenged in this action, by virtue of their respective positions on the Board and its Committees. The Directors abdicated their responsibility to oversee the Company's operations and instead directed and encouraged management, in the service of its own personal gain, to engage in illegal and/or improper conduct that rendered the Company's discussions with federal regulatory and law enforcement officials deceptive. The Directors' conduct lacked any legitimate business purpose and was not a product of a valid exercise of business judgment. As such, demand is excused as futile.

87. Moreover, while Sprint and its public shareholders have suffered substantial damage and losses due to the deceit and deception committed by its insiders and the director oversight failings committed by its Board, the insiders and directors of this Company have not only suffered no damages but, in fact, have greatly profited from their participation in the illegal conduct. These individuals have usurped millions of dollars of regular and bonus compensation as a result of their incompetent performance and deceptive activities, and demand on them is therefore excused.

88. The Audit Committee of Sprint during the Relevant Period included Defendants Bennett, Hance, and Glasscock. As such, they were responsible for reviewing and approving

Sprint's quarterly and annual filings with the SEC, as well as press releases. By virtue of these facts, these Defendants face a substantial likelihood of liability for breaching their fiduciary duties of loyalty, good faith, and due care to Sprint. The Audit Committee met frequently during the Relevant Period, and these Defendants could not have failed to become aware of the disparity between Sprint's public statement and its actual results—including the failure to write down good will as necessary to keep Sprint's records accurate. While conscious of these disparities, these Defendants nonetheless directed Sprint *not* to write down its good will and *not* to correct its (and other Defendants') false public statements. These actions constituted acts of disloyalty, conscious wrongdoing, and bad faith.

89. The Compensation Committee of Sprint during the Relevant Period included Defendants Hill, Bethune, and O'Neal. As such, they were responsible for setting Sprint's compensation and retention policies for senior executive officers. Together with the Directors on Audit Committee, these Directors were also responsible for ensuring that compensation decisions did not upset the financial reporting and integrity of Sprint. The Defendants who served on these two Committees—Bennett, Hance, Glasscock, Hill, Bethune, and O'Neal—face a substantial likelihood of liability for breaching their fiduciary duties of loyalty, good faith, and due care to Sprint. Both the Compensation Committee and the Audit Committee approved the decision to allow Defendant Forsee to be terminated voluntarily, instead of “for cause”—ensuring that as his reward for ruining the Company's financial soundness he would walk away with over \$40 million total for 2007, including approximately \$14 million in purported “severance” benefits. These “severance” benefits were, in reality, nothing but largesse and pay-off to a former insider for no rational business purpose in the circumstances. These actions constituted acts of disloyalty, conscious wrongdoing, and bad faith.

90. Defendant Hance is further incapable of objectively considering demand because he is, for all intents and purposes, a professional Board member—sitting simultaneously on the Boards of no less than five public companies: Sprint, Cousins Properties Inc., Duke Energy Corporation, Ford Motor Co., and Morgan Stanley. This voluminous “portfolio” of engagements not only prevents Hance from diligently attending to his fiduciary duties at any one company (including Sprint), it also gives him a vested interest in *not* acting (and not even being perceived as acting) to demand accountability from fellow directors at any company (including Sprint), much less to assert legal claims against such directors, lest his livelihood and future earnings be jeopardized.

91. For similar reasons, Defendants Bennett and Glasscock have a vested interest in not being perceived to act against fellow directors at Sprint. Glasscock is a director at Simon Property Group, Inc., Sysco Corporation, and Zimmer Holdings, Inc., in addition to Sprint, and all are major, publicly-traded companies. Bennett is a director at public companies Discovery Communications, Inc., Demand Media, Inc., and Liberty Media Corporation. Like Hance, Bennett and Glasscock are not capable of considering demand objectively.

92. In addition, and as a result of their concealments and falsifications, many of the directors and managers of Sprint held onto their positions of power, prestige and profit at the Company. The managers of Sprint obtained millions of dollars of salaries and bonuses which would have been denied them had the truth been disclosed. The directors avoided not only the exposure and embarrassment of their oversight failures, but also continued in their prestigious and profitable positions as directors.

93. Furthermore, the Sprint Board is still dominated and controlled by the exact same wrongdoers who continue to obscure their own misconduct, and will not take action to protect the

interests of Sprint or its shareholders. The present Board has refused, and will continue to refuse, to institute this action for the foregoing and following reasons:

(a) The acts complained of herein constitute violations of fiduciary duties owed by the Board of Directors and these acts are incapable of ratification;

(b) Certain of the known principal wrongdoers and beneficiaries of the wrongdoing complained of herein are in a position to, and do, dominate and control the Board of Directors. Thus, the Board could not exercise independent objective judgment in deciding whether to bring or vigorously prosecute this action;

(c) The acts complained of herein are illegal and improper and thus are acts incapable of ratification;

(d) In order to bring this action for breach of fiduciary duty, abuse of control and fraud, the members of the Board of Directors would have been required to sue themselves and/or their fellow directors and allies in the top ranks of the Company, who are their good friends and with whom they have entangling financial alliances, interests, and dependencies, which they would not do. They therefore would not be able to vigorously prosecute any such action;

(e) The members of the Sprint Board, including each of the Defendants herein, receive substantial salaries, bonuses, payments, benefits, and other emoluments by virtue of their membership on the Board and their control of Sprint. They have thus benefited from the wrongs herein alleged and have engaged therein to preserve their positions of control and the perquisites thereof, and are incapable of exercising independent objective judgment in deciding whether to bring this action. The Board members also have close personal or business ties with each other and are, consequently, interested parties and cannot in good

faith exercise independent business judgment to determine whether to bring this action against themselves.

94. As an additional basis for excusing demand, each of the Directors (except Hesse, Ianna, Nilsson, and Nuti) either knew or was reckless or negligent in not knowing of the illegal and improper accounting and disclosure practices that were sanctioned and approved at the Company throughout the Relevant Period. Those Directors will not now take action against the other Directors or the other Defendants because each actively engaged in or allowed Sprint to mislead the Company shareholders regarding the Company's post-merger growth expectations.

95. Demand is also excused because the Directors have already failed, in the face of several pending lawsuits, to address the transactions challenged herein. The Directors have thus been made aware of the improper conduct and have failed to even investigate it. This repeated resistance to correcting, or even investigating, improper conduct demonstrates that a demand on the Directors to take action would be futile.

96. Moreover, as an additional reason for excusing demand, each of the Directors (except Hesse, Ianna, Nilsson, and Nuti), as a longstanding director (and, in some cases, officer) of Sprint, had intimate knowledge of all major operations of the Company, and yet he or she participated in the dissemination of material misstatements of the Company's financial information. Thus, those Directors all have a personal interest in concealing any blame for Sprint's internal control problems, and away from himself or herself for consciously disregarding fiduciary duties. An investigation or inquiry that spread blame higher up the corporate ladder — to the officers or Directors — would not be in the personal interest of these Directors. The result of such an inquiry would require them to return valuable but unearned compensation to the Company.

97. Additionally, each of the Directors except Hesse, Ianna, Nilsson, and Nuti also faces a sufficiently substantial likelihood of liability for the misconduct alleged herein, and, thus, there is a reasonable doubt as to his disinterestedness in deciding whether pursuing legal action would be in the Company's best interest.

COUNT I

Derivatively Against All Defendants for Breach of Fiduciary Duty

98. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

99. The Defendants owed and owe Sprint fiduciary obligations. By reason of their fiduciary relationships, Defendants owed and owe Sprint the highest obligation of loyalty, good faith, due care, oversight, fair dealing, and candor.

100. The Defendants, and each of them, violated and breached their fiduciary duties of loyalty, good faith, due care, oversight, fair dealing, and candor.

101. Each of the Defendants had actual or constructive knowledge that they had caused the Company to improperly misrepresent the growth expectations of the Company. These actions could not have been a good faith exercise of prudent business judgment to protect and promote the Company's corporate interests.

102. The Defendants caused or allowed Sprint to lack requisite internal controls, and, as a result, the Company's projections and reported results were based upon defective assumptions, manipulated facts, and/or fraudulent accounting practices.

103. The Defendants failed to supervise, and to exert internal controls over, and consciously disregarded responsibilities involving the Company.

104. As a direct and proximate result of the Defendants' failure to perform their fiduciary obligations, including their gross mismanagement and abuse of control, Sprint has sustained

significant damages, including the cost of defending against numerous lawsuits. As a result of the misconduct alleged herein, the Defendants are liable to the Company.

105. The Defendants' misconduct alleged herein constituted an abuse of their ability to control and influence Sprint, for which they are legally responsible. Among the abuses of control were: (i) the Defendants' failure to supervise, and to exert internal controls over, and conscious disregard of responsibilities involving public statements represented to federal regulators, shareholders, and the public; (ii) conferring on Defendant Forsee \$14 million in ersatz "severance" benefits and failing to terminate him "for cause"; and (iii) failing to implement a policy against the misuse of material, non-public information such that the insider trading of Defendants Kelly, Arendt, West, and Lorimer could have been detected and prevented.

106. In addition, by their actions alleged herein, the Defendants, either directly or through aiding and abetting one another, abandoned and abdicated their responsibilities and fiduciary duties with regard to prudently managing the public statements of Sprint in a manner consistent with the operations of a publicly held corporation.

107. As a direct and proximate result of the Defendants' abuse of control, Sprint has sustained significant damages and potentially faces the imposition of monetary damages.

108. As a result of the misconduct alleged herein, the Defendants are liable to the Company.

COUNT II

Derivatively Against All Defendants for Unjust Enrichment

109. Plaintiff incorporates by reference and realleges each and every allegation set forth above, as though fully set forth herein.

110. By their wrongful acts and omissions set forth herein, the Defendants were unjustly enriched at the expense of and to the detriment of Sprint.

111. Defendants, by virtue of their misconduct, usurped millions of dollars in unearned salaries, “bonuses,” stock awards, option awards, retirement benefits, and other emoluments. Additionally, Defendant Forsee usurped \$14 million in purported “severance” benefits, and Defendants Kelly, Lorimer, Arendt, and West usurped tens of millions in illicit insider trading proceeds.

112. Plaintiff, as a shareholder and representatives of Sprint, seeks restitution from these Defendants, and each of them, and seek an order of this Court disgorging all profits, benefits and other compensation obtained by these Defendants, and each of them, from their wrongful conduct and fiduciary breaches.

113. Plaintiff on behalf of Sprint has no adequate remedy at law.

COUNT III

Derivatively Against Lorimer, Bennett, Bethune, Glasscock, Hance, Hill, and O’Neal

114. Plaintiff incorporates by reference and realleges each and every allegation set forth above, as though fully set forth herein.

115. Lorimer, Bennett, Bethune, Glasscock, Hance, Hill, and O’Neal were members of the Board of Directors of Sprint and personally approved the Board’s decision to allow Forsee to be terminated voluntarily and “not for cause,” and to pay him \$14 million in putative “severance” benefits.

116. The decision to pay Forsee such “severance,” did not have a rational business purpose and was so one-sided that no person acting in good faith in the pursuit of the Company’s best interests would have approved of it in the circumstances.

117. Plaintiff on behalf of Sprint has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment as follows:

A. Against all of the Defendants and in favor of the Company for the amount of damages sustained by the Company as a result of the Defendants' fiduciary breaches, including damages paid in respect of numerous lawsuits pending against the Company from the Defendants conduct leading Sprint to deceive its shareholders.

B. Extraordinary equitable and/or injunctive relief as permitted by law, equity and state statutory provisions sued hereunder, including attaching, impounding, imposing a constructive trust on or otherwise restricting the proceeds of Defendants' trading activities or their other assets so as to assure that Plaintiff on behalf of Sprint have an effective remedy;

C. Awarding to Sprint restitution from the Defendants, and each of them, and ordering disgorgement of all profits, benefits and other compensation obtained by the Defendants;

D. Directing Sprint to take all necessary actions to reform and improve their corporate governance and internal procedures to comply with applicable laws and to protect Sprint and its shareholders from a repeat of the damaging events described herein, including, but not limited to, putting forward for shareholder vote resolutions for amendments to the Company's By-Laws or Articles of Incorporation and taking such other action as may be necessary to place before shareholders for a vote the following Corporate Governance Policies, including measures to:

1. Strengthen the Board's supervision of operations and accounting procedures and develop and implement procedures for greater shareholder input into the policies and guidelines of the Board;

2. Permit the shareholders of Sprint to nominate at least three candidates for election to the Board; and

3. Appropriately test and then strengthen the internal audit and control functions so as to avoid a recurrence of the deceptive dealings with federal law enforcement and regulatory officials set forth herein, and the Company's accounting policies.

E. Awarding to Plaintiff the costs and disbursements of the action, including reasonable attorneys' fees, accountants' and experts' fees, costs, and expenses; and

F. Granting such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL AND DESIGNATION OF PLACE OF TRIAL

Plaintiff hereby demands a trial by jury of the above-captioned matter and designates the place of trial as Wichita, Kansas.

Dated: July 13, 2011

Respectfully submitted,

SHAMBERG, JOHNSON & BERGMAN, CHTD.

By: /s/ Lynn R. Johnson

Lynn R. Johnson, KS #07041

ljohnson@sjblaw.com

John M. Parisi, KS #14078

jparisi@sjblaw.com

Douglas R. Bradley, KS #23046

dbradley@sjblaw.com

2600 Grand Boulevard, Suite 550

Kansas City, MO 64108

Telephone: (816) 474-0004

Fax: (816) 474-0003 Facsimile

KAHN SWICK & FOTI, LLC

Lewis S. Kahn (*pro hac vice* application to be filed)

lewis.kahn@ksfcounsel.com

Albert M. Myers (*pro hac vice* application to be filed)

albert.myers@ksfcounsel.com

Melinda A. Nicholson (*pro hac vice* application to be filed)

melinda.nicholson@ksfcounsel.com

206 Covington Street

Madisonville, Louisiana 70477

Telephone: (504) 455-1400

Fax: (504) 455-1498

Attorneys for Plaintiff

VERIFICATION

I, Michael Hartleib, declare under penalty of perjury of the laws of the United States that I have reviewed the Verified Shareholder Derivative Complaint in the case captioned *Michael Hartleib, Derivatively on Behalf of Sprint Nextel Corporation v. Daniel R. Hesse, et al.*, D. Kan., and I authorize its filing. I have reviewed the allegations made in the Complaint, and to those allegations of which I have personal knowledge, I believe those allegations to be true. As to those allegations of which I do not have personal knowledge, I rely on my counsel and their investigation and for that reason I believe them to be true.



Michael Hartleib

Date; 7-11-2011

EXHIBIT 34

under separate cover. Below is the YouTube link to a shortened version on the documentary which includes candid comments from my parents and a very prominent attorney.

In closing, I would advise Cathy not to worry, as Weiser et.al. are corrupt and inept. After all, a layperson has defeated and humiliated them, and I am far from finished. I predict when over certain attorneys may not be practicing law in the future. I am hopeful that we can work together.

Respectfully,

Michael Hartleib (949) 283-2441 cell

<https://www.youtube.com/watch?v=7DKWO3o99Kk>

From: Joyce Feinstein [<mailto:jfeinstein@abelsonlegalsearch.com>]

Sent: Friday, February 23, 2018 9:23 AM

To: michaelhartleib@cox.net

Subject: got your message, Cathy Abelson is out today but got your email too and forwarded to our attorneys

Michael I ran out for the dinner I was late for. Never got the email off to you, but told Cathy what I could about you and our phone call. I was confused about the motivation for your call to Abelson. Also confused if you were an attorney or a plaintiff yourself. I found out through more digging, you are a professional plaintiff. If they want to speak with you, they have your contact information.

■ **Joyce A. Feinstein | Senior Legal Recruiter**

(215) 561-3010 | jfeinstein@abelsonlegalsearch.com

Abelson Legal Search

1880 JFK Blvd., Suite 1740, Phila., PA 19103

www.abelsonlegalsearch.com

<image001.jpg>



<Hartlieb Sprint Objection Fee sur reply.doc>

EXHIBIT 35

Michael Hartleib

From: Michael Hartleib <michaelhartleib@cox.net>
Sent: Saturday, February 24, 2018 4:31 PM
To: 'Joyce Feinstein'
Cc: mjhartleib@gmail.com
Subject: FW: got your message, Cathy Abelson is out today but got your email too and forwarded to our attorneys

Joyce, I just checked my email and I think Cathy sent this to me in error. I think it was intended for you. I do not get the Cox email on my phone, so the best email for immediate response is the mjhartleib@gmail.com. It seems Cathy is having to deal with something much more important than Weiser's frivolous suit, throwing Abelson under the bus in an attempt to save his firm. I just found out his firm was appointed lead in a huge nationwide suit. I will be working tonight and tomorrow on an Amicus Brief, whereby I will inform the court of his criminal acts in the Sprint case, ongoing PA Bar investigation and forthcoming Order from the Kansas Court of Appeals. His firm is unfit to be lead Counsel in any representative suit at this time. I am certain that when sending in their firms CV and qualifications they failed to tell the Court about the Silow situation and PA Bar investigation. My goal will be to have him removed as lead plaintiff counsel in said case. You are in a fantastic position with regard to the Weiser suit, this could end up being a huge win for Abelson. Tell Cathy not to worry about it. They have dug themselves a hole that will impossible to escape from. Not sure who Bob is, but positive thoughts and prayers for a speedy recovery.

From: Cathy Abelson [mailto:cabelson@abelsonlegalsearch.com]
Sent: Saturday, February 24, 2018 4:54 AM
To: Michael Hartleib <michaelhartleib@cox.net>
Subject: Re: got your message, Cathy Abelson is out today but got your email too and forwarded to our attorneys

I can't even absorb this now to be honest. I'm going to wait until Monday and talk with Leonard and or Jeff. Thank you for Dealing with him.

I'm concentrating on Bob this weekend. To help in anyway I can. He is okay but struggling with every step possibly because of the added stress of his fall. Frankly it breaks my heart so I have to try to do what I can. The MRI did not indicate that there was damage in the surgical area but has had a bad bruise and the effects of a head injury. Tomorrow an at home PT person is coming to the house which is great because I'll be there. It takes patience which is so hard for him and hard for me too.

Xoxo

Sent from my iPhone

On Feb 24, 2018, at 3:30 AM, Michael Hartleib <michaelhartleib@cox.net> wrote:

Hi Joyce, thank you for your response. My apologies for making you late to your dinner date, I assure you that Cathy will be elated that you took my call. I understand that you do not know me from Adam, but please do not rush to judgement. I have invaluable information that can help with the meritless

claims in Weiser's action against your agency. I too have been wronged by Weiser et.al. on multiply occasions.

Calling me a professional plaintiff is a knife through my heart, given that I have spent the last 10 years fighting to expose the use of professional plaintiffs. I have worked with the Department of Justice, the FBI and the San Diego District Attorney's office to expose the use of professional plaintiffs in lawyer driven litigation. I paid for a full page ad in a local newspaper calling for a Grand Jury investigation into a San Diego firm (involved in this Sprint case) which led to a senior partner being terminated. I have spent over \$150,000.00 in personal funds, thousands of hours of time, appeared on Fox Business twice, and helped produce a documentary exposing naked shorting and corruption on Wall Street. I facilitated Senate Bill (SB 1997) that changed State Law in California, whereby saving homeowners millions of dollars in property taxes. My actions have led to six Wall Street Journal Articles, and countless other print articles, radio and TV interviews. I was appointed to several steering committees including that of Christina Shea the multi-term Mayor of Irvine California. This is a sampling of my crusades.

I understand that I am on a rant, but you hit a nerve. I can't believe that one uniformed biased person has required me to defend my honor. I am assuming that you did a very shallow Google search and came upon a Blog by Brandon Matthews, whereby he accuses me of being a professional plaintiff, a falsehood. Brandon, not his real name, is in the documentary. I have included a link to a shortened version my documentary. Many were upset with me, because I uncovered information, filed a Petition for Declaratory Ruling with the FCC which held up a 30 billion dollar merger between Sirius and XM. This delay cost me over 800 thousand dollars and delayed the consummation of the merger by 24 months. Mr. Matthews was ignorant to facts, and was proven entirely wrong. Please note that I have never used a pseudonym on any blog or public domain, unlike Brandon and many others. Always my real name and contact information.

Hopefully you will take the time to do your due diligence which will show I am a man of integrity, and intellect on a fearless quest for truth, justice and accountability. I tell people all the time that I have a personality disorder, which prevents me from attempting to right a wrong, and exposing injustice. In the current case, I have singlehandedly defeated several on the most powerful securities firms in the nation. This includes powerful defense firms such as Skadden Arps. I have added yet another Cease and Desists letter to my office wall. They are hung as a trophy commemorating my accomplishments exposing corrupt firms such as (Weiser) et.al. and their lawyer driven litigation. In each and every case I inform them that I will not cease nor desist as the truth is an absolute defense. In fact, I have begged them to sue me as the prospects of discovery are exciting and compelling. I have even offered to waive service to expedite litigation, but no action commences.

They made many fatal errors in this case, not the least of which is attempting to save their firm by suing you, now you have discovery. With that, I cannot only help you defeat their suit, I can facilitate a cross-complaint that could lead to the demise of the Weiser Firm and damages for Abelson. If you are still not convinced, I can provide contacts, or more from the current case to convince you. I implore you to have Cathy contact me, with counsel is fine. I give my word that you will be thankful. As for my motive, it is the same as yours. I have been screwed over by said firms on multiple occasions. Given the comments by the appellate Court justices at the recent hearing this may be the last time they falsely purport to represent shareholders such as myself for their unjust enrichment. As for my prior litigation, I have sued Sirius satellite radio after losing over 800 thousand dollars, my homebuilder after a flood which caused \$150,000.00 in damages. It should be noted that out of the 950 homes in my community over 900 have litigated. And lastly the current Sprint Nextel case, which I have lost over 900 thousand dollars. So you can imagine how upset you would be if you lost similar sums, and corrupt firms falsely purport to represent your interests, only to find out that they have jettisoned the original claims plead to settle for nothing less than illusory reforms and unjust fees for themselves. I will include a couple of pleadings

under separate cover. Below is the YouTube link to a shortened version on the documentary which includes candid comments from my parents and a very prominent attorney.

In closing, I would advise Cathy not to worry, as Weiser et.al. are corrupt and inept. After all, a layperson has defeated and humiliated them, and I am far from finished. I predict when over certain attorneys may not be practicing law in the future. I am hopeful that we can work together.

Respectfully,

Michael Hartleib (949) 283-2441 cell

<https://www.youtube.com/watch?v=7DKWO3o99Kk>

From: Joyce Feinstein [<mailto:jfeinstein@abelsonlegalsearch.com>]

Sent: Friday, February 23, 2018 9:23 AM

To: michaelhartleib@cox.net

Subject: got your message, Cathy Abelson is out today but got your email too and forwarded to our attorneys

Michael I ran out for the dinner I was late for. Never got the email off to you, but told Cathy what I could about you and our phone call. I was confused about the motivation for your call to Abelson. Also confused if you were an attorney or a plaintiff yourself. I found out through more digging, you are a professional plaintiff. If they want to speak with you, they have your contact information.

Joyce A. Feinstein | Senior Legal Recruiter

(215) 561-3010 | jfeinstein@abelsonlegalsearch.com

Abelson Legal Search

1880 JFK Blvd., Suite 1740, Phila., PA 19103

www.abelsonlegalsearch.com

<image001.jpg>



<Hartlieb Sprint Objection Fee sur reply.doc>

EXHIBIT 36

michael hartleib

From: michael hartleib <michaelhartleib@cox.net>
Sent: Thursday, February 22, 2018 9:18 PM
To: 'cabelson@abelsonlegalsearch.com'
Cc: 'michael hartleib'
Subject: Orders form the district court
Attachments: 11CV01688_13958671.pdf; 11CV01688.pdf; 2017_03_14_16_14_01.pdf

Tracking:	Recipient	Read
	'cabelson@abelsonlegalsearch.com'	Read: 2/23/2018 3:04 AM
	'michael hartleib'	Read: 2/22/2018 9:38 PM

Hello Cathy, I spoke with someone in your office today who suggested that I email you. My name is Michael Hartleib, I am the person who has exposed the fraud committed by the Weiser firm in the case that has brought Mr. Silow's criminal past and disbarred status into focus. I have included two Orders from the District Court. I am not surprised that the firm is throwing you under the bus in an attempt to save themselves. It will not work as the truth is an absolute defense. Their actions in this case are truly unconscionable, sadly this is just the tip of the iceberg. I have faced a barrage of ad hominem attacks, they have filed multiple perjurious declarations and will stop at nothing to protect their duplicitous acts and criminal enterprise.

I just got back from oral arguments in Kansas City, which in my opinion was a 10 out of 10 train wreck for Weiser et.al. Imagine, the hearing in District court was a 9 of 10 train wreck which led to the most scathing orders I have ever seen against a firm. (*see attached*) I believe the forthcoming appellate order will be worse! I am hopeful that we can work together and facilitate a cross-complaint against the Weiser firm. I understand that you have retained counsel and may want to discuss things first. I know where the bodies are buried and intend to dig them up. I look forward to speaking with you.

Michael Hartleib

(949) 283-2441 cell

EXHIBIT 37

Michael Hartleib

From: Michael Hartleib <michaelhartleib@cox.net>
Sent: Saturday, February 24, 2018 4:31 PM
To: 'Joyce Feinstein'
Cc: mjhartleib@gmail.com
Subject: FW: got your message, Cathy Abelson is out today but got your email too and forwarded to our attorneys

Joyce, I just checked my email and I think Cathy sent this to me in error. I think it was intended for you. I do not get the Cox email on my phone, so the best email for immediate response is the mjhartleib@gmail.com. It seems Cathy is having to deal with something much more important than Weiser's frivolous suit, throwing Abelson under the bus in an attempt to save his firm. I just found out his firm was appointed lead in a huge nationwide suit. I will be working tonight and tomorrow on an Amicus Brief, whereby I will inform the court of his criminal acts in the Sprint case, ongoing PA Bar investigation and forthcoming Order from the Kansas Court of Appeals. His firm is unfit to be lead Counsel in any representative suit at this time. I am certain that when sending in their firms CV and qualifications they failed to tell the Court about the Silow situation and PA Bar investigation. My goal will be to have him removed as lead plaintiff counsel in said case. You are in a fantastic position with regard to the Weiser suit, this could end up being a huge win for Abelson. Tell Cathy not to worry about it. They have dug themselves a hole that will impossible to escape from. Not sure who Bob is, but positive thoughts and prayers for a speedy recovery.

From: Cathy Abelson [mailto:cabelson@abelsonlegalsearch.com]
Sent: Saturday, February 24, 2018 4:54 AM
To: Michael Hartleib <michaelhartleib@cox.net>
Subject: Re: got your message, Cathy Abelson is out today but got your email too and forwarded to our attorneys

I can't even absorb this now to be honest. I'm going to wait until Monday and talk with Leonard and or Jeff. Thank you for Dealing with him.

I'm concentrating on Bob this weekend. To help in anyway I can. He is okay but struggling with every step possibly because of the added stress of his fall. Frankly it breaks my heart so I have to try to do what I can. The MRI did not indicate that there was damage in the surgical area but has had a bad bruise and the effects of a head injury. Tomorrow an at home PT person is coming to the house which is great because I'll be there. It takes patience which is so hard for him and hard for me too.

Xoxo

Sent from my iPhone

On Feb 24, 2018, at 3:30 AM, Michael Hartleib <michaelhartleib@cox.net> wrote:

Hi Joyce, thank you for your response. My apologies for making you late to your dinner date, I assure you that Cathy will be elated that you took my call. I understand that you do not know me from Adam, but please do not rush to judgement. I have invaluable information that can help with the meritless

EXHIBIT 38

michael hartleib

From: michael hartleib <michaelhartleib@cox.net>
Sent: Saturday, June 2, 2018 12:42 AM
To: 'cabelson@abelsonlegalsearch.com'
Subject: Following up

Cathy, are you interested in working together to commence an action against the Weiser firm?
Why won't you have your attorneys contact me?

EXHIBIT 39

Could you clarify and help me understand the following issues?

1. Did Mr. Silow perform legal work beyond legal research?
2. When did the Weiser Law Firm claim that Jeffrey Silow pled guilty? Is that contemporaneously related to the Kansas legal billing or are they referencing past conduct that resulted in a suspension?
3. Who from the Weiser law firm made the representation that they pursued criminal charges?
4. What PA court did Weiser claim the charges were filed?

Thanks,
Tom

From: michael hartleib [<mailto:michaelhartleib@cox.net>]
Sent: Tuesday, March 13, 2018 11:28 PM
To: Goggin, Thomas J.
Subject: Jeffrey Mark Silow and Alexander Silow
Importance: High

Mr. Goggins, I am reaching out again to seek filing criminal charges against Alexander Silow and his father Jeffrey Mark Silow. We just had an Appellate Court hearing in Kansas wherein, the Weiser firm claims that they pressed charges against Jeffrey Mark Silow. They claim he pled guilty to three misdemeanors in open court. My concern is the Weiser firm is claiming to be a victim of Mr. Silow, when there is irrefutable proof they knew of Mr. Silow fraud and conspiracy against the court. In fact the appellate court justice we not convinced by the victim argument, and informed Weiser et.al. that the court would be certain the Pennsylvania Bar would get a copy of their forthcoming order. This does not bode well for the firm. Mr. Jeffrey Mark Silow has used his sons name Alexander to bill in excess of 100 million dollars in case across the country. What is the most troubling, is that a former deputy DA was aware and complicit in this abuse of process and fraud committed upon the courts. Mr. Alexander Silow must be held responsible as a co-conspirator, as on information and belief Weiser et. made checks payable to Alexander making him a willing participant to his father's crimes. Please let me know how I can file criminal charges against Mr. Jeffrey mark, and Alexander Silow.

This County of Chester e-mail message, including any attachments, is intended for the sole use of the individual(s) and entity(ies) to whom it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone this e-mail message including any attachments, or any information contained in this e-mail message including any attachments. If

EXHIBIT 40

Michael Hartleib

From: Michael Hartleib <michael@socalskinandlaser.com>
Sent: Wednesday, March 14, 2018 4:40 PM
To: 'Goggin, Thomas J.'
Subject: RE: Jeffrey Mark Silow and Alexander Silow
Attachments: 2018_03_14_15_02_07.pdf

Hey Thomas, we do not know if Silow did more than document review. He was presented as an attorney in good standing, and a securities expert who bills at over \$300 per hour. Bret Stecker was the one that said they pressed charges against Mr. Silow to the appellate court. The judges sure didn't buy their argument that Weiser et. al. didn't know his true name and status. He also said that they were suing Abelson legal research the firm that placed Mr. Silow. The judge held up the resume and ask why, they presented him as Jeffrey Mark not Alexander. The judge also pointed out that he was never licensed in PA so why did they proffer that he was. I talked to the Abelson firm and confirmed they are being sued as a way for Weiser to claim the victim card. I was told that the Weiser firm knew exactly who Silow was and the Weiser is lying. His pleading is directly related to the Kansas case assuming Stecker wasn't lying to the Court yet again. I don't know what Court they allegedly filed. Attached is A brief that was sent out today in another case, whereby I am informing the court of the Weiser firms duplicitous acts. Included as an exhibit is the perjurious declarations of Silow.

From: Michael Hartleib [mailto:michaelhartleib@cox.net]
Sent: Wednesday, March 14, 2018 4:26 PM
To: Michael Hartleib <michael@socalskinandlaser.com>
Subject: Fwd: Jeffrey Mark Silow and Alexander Silow

Sent from my iPhone

Begin forwarded message:

From: "Goggin, Thomas J." <tgoggin@chesco.org>
Date: March 14, 2018 at 8:01:38 AM PDT
To: 'michael hartleib' <michaelhartleib@cox.net>
Subject: RE: Jeffrey Mark Silow and Alexander Silow

Mr. Hartleib,

My recollection is that you believe Mr. Silow was employed by the Weiser Law Firm in PA and was working in PA with a suspended law license. During the period of suspension, Mr. Silow, as an employee of the PA law firm, performed legal research and submitted billing to the court in Kansas using the name and attorney ID of Alex Silow, who is his son.

Could you clarify and help me understand the following issues?

1. Did Mr. Silow perform legal work beyond legal research?
2. When did the Weiser Law Firm claim that Jeffrey Silow pled guilty? Is that contemporaneously related to the Kansas legal billing or are they referencing past conduct that resulted in a suspension?
3. Who from the Weiser law firm made the representation that they pursued criminal charges?
4. What PA court did Weiser claim the charges were filed?

Thanks,
Tom

From: michael hartleib [<mailto:michaelhartleib@cox.net>]
Sent: Tuesday, March 13, 2018 11:28 PM
To: Goggin, Thomas J.
Subject: Jeffrey Mark Silow and Alexander Silow
Importance: High

Mr. Goggins, I am reaching out again to seek filing criminal charges against Alexander Silow and his father Jeffrey Mark Silow. We just had an Appellate Court hearing in Kansas wherein, the Weiser firm claims that they pressed charges against Jeffrey Mark Silow. They claim he pled guilty to three misdemeanors in open court. My concern is the Weiser firm is claiming to be a victim of Mr. Silow, when there is irrefutable proof they knew of Mr. Silow fraud and conspiracy against the court. In fact the appellate court justice we not convinced by the victim argument, and informed Weiser et.al. that the court would be certain the Pennsylvania Bar would get a copy of their forthcoming order. This does not bode well for the firm. Mr. Jeffrey Mark Silow has used his sons name Alexander to bill in excess of 100 million dollars in case across the country. What is the most troubling, is that a former deputy DA was aware and complicit in this abuse of process and fraud committed upon the courts. Mr. Alexander Silow must be held responsible as a co-conspirator, as on information and belief Weiser et. made checks payable to Alexander making him a willing participant to his father's crimes. Please let me know how I can file criminal charges against Mr. Jeffrey mark, and Alexander Silow.

This County of Chester e-mail message, including any attachments, is intended for the sole use of the individual(s) and entity(ies) to whom it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone this e-mail message including any attachments, or any information contained in this e-mail message including any attachments. If

EXHIBIT 41

Michael Hartleib

From: Michael Hartleib <michael@socalskinandlaser.com>
Sent: Monday, May 14, 2018 10:27 PM
To: 'Goggin, Thomas J.'
Subject: RE: Weiser firm
Attachments: 95 (002).pdf

Published opinion from the appellate court. Were you ever able to find the charges filed against Silow? I can't believe that the can commit perjury and try to defraud the court and Sprint and walk away with 450k . The Court commended my work and admonished Weiser. Alexander Silow knew and was likely receiving payments from Weiser. You can't investigate him? I am going to file a Bar complaint and commence a civil action.

-----Original Message-----

From: Goggin, Thomas J. [mailto:tgoggin@chesco.org]
Sent: Thursday, March 22, 2018 6:53 AM
To: 'Michael Hartleib' <michael@socalskinandlaser.com>
Subject: RE: Weiser firm

Sorry for the delay - I've been in and out of court and we had a strange snow storm yesterday that closed the courthouse. I don't have anything new to report as of this date but will get back to you.

-----Original Message-----

From: Michael Hartleib [mailto:michael@socalskinandlaser.com]
Sent: Thursday, March 22, 2018 9:48 AM
To: Goggin, Thomas J.
Subject: Weiser firm

Mr. Goggin's I have had friends in PA searching for the Weiser suit vs Abelson and we cant find it! I spoke with Abelson and they confirmed the litigation. They also said Weiser knew exactly who Silow was! I was hopeful they would want to work together but I have not heard back from there lawyers. I am going to bring a civil suit against Weiser. Were you able to find the misdemeanor charges against Silow? Were you able to find the suit Vs Abelson? Any information could be helpful!

Sent from my iPhone

This County of Chester e-mail message, including any attachments, is intended for the sole use of the individual(s) and entity(ies) to whom it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the

intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone this e-mail message including any attachments, or any information contained in this e-mail message including any attachments. If you have received this e-mail message in error, please immediately notify the sender by reply e-mail and delete the message. Thank you very much.

EXHIBIT 42

Michael Hartleib

From: Michael Hartleib <michael@socalskinandlaser.com>
Sent: Monday, May 14, 2018 10:27 PM
To: 'Goggin, Thomas J.'
Subject: RE: Weiser firm
Attachments: 95 (002).pdf

Published opinion from the appellate court. Were you ever able to find the charges filed against Silow? I can't believe that the can commit perjury and try to defraud the court and Sprint and walk away with 450k . The Court commended my work and admonished Weiser. Alexander Silow knew and was likely receiving payments from Weiser. You can't investigate him? I am going to file a Bar complaint and commence a civil action.

-----Original Message-----

From: Goggin, Thomas J. [mailto:tgoggin@chesco.org]
Sent: Thursday, March 22, 2018 6:53 AM
To: 'Michael Hartleib' <michael@socalskinandlaser.com>
Subject: RE: Weiser firm

Sorry for the delay - I've been in and out of court and we had a strange snow storm yesterday that closed the courthouse. I don't have anything new to report as of this date but will get back to you.

-----Original Message-----

From: Michael Hartleib [mailto:michael@socalskinandlaser.com]
Sent: Thursday, March 22, 2018 9:48 AM
To: Goggin, Thomas J.
Subject: Weiser firm

Mr. Goggin's I have had friends in PA searching for the Weiser suit vs Abelson and we cant find it! I spoke with Abelson and they confirmed the litigation. They also said Weiser knew exactly who Silow was! I was hopeful they would want to work together but I have not heard back from there lawyers. I am going to bring a civil suit against Weiser. Were you able to find the misdemeanor charges against Silow? Were you able to find the suit Vs Abelson? Any information could be helpful!

Sent from my iPhone

This County of Chester e-mail message, including any attachments, is intended for the sole use of the individual(s) and entity(ies) to whom it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the

intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone this e-mail message including any attachments, or any information contained in this e-mail message including any attachments. If you have received this e-mail message in error, please immediately notify the sender by reply e-mail and delete the message. Thank you very much.

EXHIBIT 43

michael hartleib

From: Michael Hartleib <michaelhartleib@cox.net>
Sent: Tuesday, November 6, 2018 11:29 AM
To: tgoggin@chesco.org
Subject: Emailing: Weiser declaration Equifax
Attachments: Weiser declaration Equifax.pdf

Mr. Goggin's, I am following up to see if any action was taken by your department. I am very trouble the Alexander Silow was aware of his father's chicanery and likely complicate yet continues on as if nothing happened.

Completely inconsistent with what he told the appellate court. Just received their attempt to impugn my integrity.

**SILVERANG, ROSENZWEIG
& HALTZMAN, LLC**

By: Philip S. Rosenzweig, Esquire

PA Atty ID No. 62461

prosenzweig@sanddlawyers.com

Woodlands Center

900 E. 8th Avenue, Suite 300

King of Prussia, PA 19406

(610) 263-0115 (telephone)

(610) 263-0122 (facsimile)

*Attorneys for Plaintiffs***UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

THE WEISER LAW FIRM, P.C. et al

Plaintiffs,

v.

MICHAEL HARTLEIB

Defendant.:
:
:
:
:
:
:
:
:
:

CIVIL ACTION

Case No. 2:19-CV-02728-KSM

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 21, 2021, I electronically filed the foregoing *Plaintiffs' First Amended Complaint, exhibits attached thereto*, and this *Certificate of Service* with the Clerk of the Court using the CM/ECF system and serve a true and correct copy upon the following via First Class Mail and ECF.

Eamon Merrigan, Esquire
North American Building
121 South Broad Street, Suite 1600
Philadelphia, PA 19107
Attorney for Defendant

**SILVERANG, ROSENZWEIG
& HALTZMAN, LLC**

By: /s/ Philip S. Rosenzweig
Philip S. Rosenzweig, Esquire
Attorney Identification No. 62461
prosenzweig@sanddlawyers.com
Woodlands Center
900 E. 8th Avenue, Suite 300
King of Prussia, PA 19406
(610) 263-0115
Attorneys for Plaintiffs
The Weiser Law Firm, P.C. and
Robert B. Weiser, Esquire

EXHIBIT 36

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

THE WEISER LAW FIRM, P.C., and	:	
ROBERT B. WEISER, ESQUIRE	:	CIVIL ACTION
	:	
v.	:	NO.: 2:19-CV-02728-KSM
	:	
MICHAEL HARTLEIB	:	
	:	

ORDER

AND NOW, this _____ day of _____, 2022, upon consideration of the Defendant's Motion for Sanctions in the Form of Dismissal or to Stay Discovery, it is hereby **ORDERED** that the Motion is **GRANTED** and this matter is dismissed with prejudice. The Court will issue a separate Order regarding proceedings and submissions for monetary sanctions. **IT IS SO ORDERED**

_____, J.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

<u>THE WEISER LAW FIRM, P.C., and</u>	:	
<u>ROBERT B. WEISER, ESQUIRE</u>	:	CIVIL ACTION
	:	
v.	:	NO.: 2:19-CV-02728-KSM
	:	
<u>MICHAEL HARTLEIB</u>	:	
	:	

ORDER

AND NOW, this _____ day of _____, 2022, upon consideration of the Defendant's Motion for Sanctions in the Form of Dismissal or to Stay Discovery, it is hereby **ORDERED** that the Motion is **GRANTED** and discovery in this matter is stayed pending further proceedings. The Court will hold Defendant's Motion for Sanctions under advisement and issue a separate Order regarding proceedings and submissions on outstanding issues of discovery and spoliation.

IT IS SO ORDERED

_____, J.

Case 2:19-cv-02728-KSM Document 171 Filed 08/23/22 Page 1 of 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**THE WEISER LAW FIRM, P.C., and
ROBERT B. WEISER, ESQUIRE**

v.

MICHAEL HARTLEIB

**:
:
:
:
:
:
:**
**CIVIL ACTION
NO.: 2:19-CV-02728-KSM**

**MOTIONS FOR SANCTIONS IN THE FORM OF DISMISSAL OR TO STAY
DISCOVERY**

Defendant, Michael Hartleib, by and through his attorneys, Goldberg, Miller & Rubin, P.C., respectfully moves this honorable Court to issue sanctions in this matter in the form of dismissal. Defendant respectfully requests this Honorable Court grant the instant Motions in his favor as set forth in the attached Proposed Orders for the reasons set forth in the Defendant's Brief in Support. Defendant respectfully requests an in person hearing before this Honorable Court.

GOLDBERG, MILLER & RUBIN, P.C.

BY: /s/ Eamon Merrigan

EAMON MERRIGAN, ESQUIRE
Pa. Attorney Id. No. 87920
GOLDBERG, MILLER & RUBIN, P.C.
The North American Building
121 South Broad Street
Suite 1600
Philadelphia, PA 19107
(215) 735-3994
emerrigan@gmrlawfirm.com

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

<u>THE WEISER LAW FIRM, P.C., and</u>	:	
<u>ROBERT B. WEISER, ESQUIRE</u>	:	CIVIL ACTION
	:	
v.	:	NO.: 2:19-CV-02728-KSM
	:	
<u>MICHAEL HARTLEIB</u>	:	
	:	

BRIEF IN SUPPORT OF MOTION FOR SANCTIONS

Defendant, Michael Hartleib, by and through his attorneys, Goldberg, Miller & Rubin, P.C., respectfully has moved this honorable Court for sanctions in the form of dismissal.

I. FACTUAL AND PROCEDURAL BACKGROUND

Plaintiffs initiated this action on June 24, 2019. *Doc. #1*. In their original Complaint, Plaintiffs had brought claims for vexatious litigation, abuse of process, defamation, intentional infliction of emotional distress, negligent misrepresentation, interference with prospective contractual relations, and tortious interference with contract. *See Doc. # 1*. On August 23, 2019, Hartleib filed motions to dismiss for lack of jurisdiction and improper venue. *Doc. # 9*. After a number of briefs, limited discovery, and oral argument, the Court dismissed Counts I, V, VI, and VII (vexatious litigant order, negligent misrepresentation, intentional interference with contractual relations, and tortious interference) for lack of personal jurisdiction and Count II (abuse of process) for improper venue. *Doc. #36*. Hartleib's motions were denied as to the remaining Counts III and IV (defamation and IIED). *Doc. #36*. Pursuant to the Court's August 5, 2019, Order bifurcating Hartleib's intended 12(b) motions, Hartleib was granted leave on October 28, 2020, to file a 12(b)(6) motion. *Doc. #41*. Plaintiffs then filed a Motion for Leave to File First Amended Complaint on November 12, 2020. *Doc. #50*. Hartlieb filed a Motion to Dismiss the original Complaint on November 13, 2020. *Doc. #52-53*. The Court granted Hartleib's Motion to Withdraw his Motion to Dismiss without prejudice pending the Court's

ruling on Plaintiff's Motion for Leave. *Doc. #61, 63*. The Court granted leave on January 19, 2021, and the First Amended Complaint was filed on January 21, 2021. *Doc. #68, 69*.

Plaintiffs had brought claims for defamation, false light, and commercial disparagement for seventeen alleged statements by Defendant. *Doc. #69*. The majority of these statements consist of emails and/or court submissions which Plaintiffs received when the statements were published or shortly thereafter and are attached to the First Amended Complaint as exhibits. *See generally Doc. # 69, particularly ¶¶ 69, 71, 76-76, 79, 83, 101-108, 183(a)-(h), 184(a), 185(a)-(d), 198(a)-(h), 199(a), 200(a)-(d), 212(a)-(h), 213(a)*. Plaintiff, Robert B. Weiser, Esquire, has also brought a claim for intentional infliction of emotional distress ("IIED"). *Doc. #69*.

Defendant filed a Motion to Dismiss the First Amended Complaint on February 9, 2021. *Doc. #72*. Defendant's Motion raised, raised among other things, statute of limitations defenses for a majority of the statements alleged as well as the absolute privilege affirmative defense Pennsylvania law affords to statements made in the course of investigatory and judicial/or proceedings. *Doc. #72*. The Court ruled on the Motion to Dismiss on March 31st, 2022, dismissing fifteen of the seventeen statements as they pertain to the defamation, false light, and commercial disparagement claims. *Doc. #151*.

II. ARGUMENT

A. Standard of Review.

i. Motion for Sanctions

The federal rules of civil procedure "should be construed, administered, and employed by the court and the parties to secure the just, speedy, and inexpensive determination of every action and proceeding." USCS Fed Rules Civ Proc R 1. "On notice to other parties and all affected persons, a party may move for an order compelling disclosure or discovery." USCS Fed Rules

Civ Proc R 37. “If the motion is granted—or if the disclosure or requested discovery is provided after the motion was filed—the court must, after giving an opportunity to be heard, require the party or deponent whose conduct necessitated the motion, the party or attorney advising that conduct, or both to pay the movant’s reasonable expenses incurred in making the motion, including attorney’s fees.” USCS Fed Rules Civ Proc R 37

If electronically stored information that should have been preserved in the anticipation or conduct of litigation is lost because a party failed to take reasonable steps to preserve it, and it cannot be restored or replaced through additional discovery, the court: (1) upon finding prejudice to another party from loss of the information, may order measures no greater than necessary to cure the prejudice; or (2) only upon finding that the party acted with the intent to deprive another party of the information’s use in the litigation may: (A) presume that the lost information was unfavorable to the party; (B) instruct the jury that it may or must presume the information was unfavorable to the party; or (C) dismiss the action or enter a default judgment.

USCS Fed Rules Civ Proc R 37(e).

“‘Spoliation is the destruction or significant alteration of evidence, or the failure to preserve property for another’s use as evidence in pending or reasonably foreseeable litigation.’ When a district court finds that spoliation has occurred, it has the authority to fashion an appropriate sanction to remedy the damage to other parties.” Bistrrian v. Levi, 448 F. Supp. 3d 454, 464 (E.D. Pa. 2020). Under the Federal Rules of Civil Procedure and relevant jurisprudence, district courts have broad discretion to manage discovery. Sempier v. Johnson & Higgins, 45 F.3d 724, 734 (3d Cir. 1995). This includes permitting discovery on the question of sanctions. In re Avandia Mktg., 415 F. Supp. 3d 498, 503 n.5 (E.D. Pa. 2019).

ii. The Court’s Inherent Power to Sanction Bad Faith Conduct.

“It has long been established that a ‘court may safely rely on its inherent power’ to levy sanctions when parties engage in ‘bad-faith conduct.’” Theokary v. Shay (In re Theokary), 592 F. App’x 102, 106 (3d Cir. 2015).

Moreover, it is beyond dispute that courts are endowed with the intrinsic authority to dismiss an action *sua sponte*. This power derives from a court's inherent duty to administer, manage, and adjudicate disputes, as well as the court's obligation to regulate the conduct of the attorneys and parties who appear before it. This authority "include[s] the ability to do whatever is reasonably necessary to deter abuse of the judicial process." *Id.* (internal citations omitted).

"[F]actors include whether the bad faith conduct is part of 'a pattern of wrongdoing' or 'an isolated incident,' the gravity of the wrongdoing, and whether the wrongdoing 'actually prejudices the wrongdoer's opponent or hinders the administration of justice.'" Walney v. Swept LP, No. 13-cv-102 (ERIE), 2020 U.S. Dist. LEXIS 24546, at *6 (W.D. Pa. Feb. 11, 2020). "A court, therefore, is empowered to vacate its own judgment upon a showing that a party has committed fraud... or to dismiss an ongoing action as a sanction for a party's 'flagrant bad faith' conduct." *Id.* at 106.

iii. Motion to Stay

The Court possesses broad discretion to control the scope of discovery. Sempier v. Johnson & Higgins, 45 F.3d 724, 734 (3d Cir.1995). Pursuant to Federal Rule of Civil Procedure 26(c)(1) "...[t]he court may, for good cause, issue an order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense...".

B. Plaintiffs' Actions Demonstrate a Pattern of Bad Faith and Abuse of Process to the Prejudice of Defendant.

Mr. Hartleib lost a fortune due to misfeasance and misrepresentations of directors and officers following the Sprint-Nextel merger. He wanted accountability and reforms. Plaintiffs wanted a cheap and easy settlement in the Sprint case and to maximize their fee award.

[T]he billing records reviewed by the Court paint a troublesome portrait of exploiting Sprint's missteps for a substantial reward for counsel, and minimal relief to Sprint and its shareholders that suffered. The billing records submitted furthermore lack credibility. The focus appears to have been upon an easy, cheap settlement in the first instance. No motion practice or serious discovery efforts

were ever undertaken to address the egregious acts originally alleged against the individual Defendants who were responsible for the losses to Sprint.

Exhibit A p. 29. Plaintiffs brought the instant ill-conceived action in the Eastern District of Pennsylvania to stop Hartleib from continuing to bring attention to Plaintiffs' actual unethical conduct and other dishonest or questionable conduct. That is why Plaintiffs sought a preliminary injunction in this matter. *Doc. #2.* Regardless of how Hartleib describes or characterizes what occurred in the Sprint case, Plaintiffs submitted "unbelievable!", "illusory bills for near illusory work". *Exhibit A. That happened.* It is a matter of public record that Plaintiffs want to bury. The trial court in the Sprint shareholder derivative litigation noted that of the "[o]f the nearly 18,000 of work, 6905.25 of those hours were billed by attorney Alexander J. Silow for document review. This is astonishing!" That happened. It is a matter of public record that Plaintiffs want to bury. The Kansas trial court "[found] that the hours billed to this matter are grossly excessive..." finding "disturbing billing patterns" and that "counsel's billing history relating to the document review tells a very different story" from the statements made by counsel from the Weiser Law Firm. *Exhibit A p. 27-28.*

At a time when the Law Firm's bills were subject to heightened scrutiny due to Mr. Hartleib's objection to the proposed Sprint settlement, an employee identified in prior cases by Plaintiffs as Jeffrey Silow suddenly became one Alexander Silow with new credentials. That happened. It is a matter of public record. In subsequent filings in other jurisdictions that were not subject to such scrutiny, he was Jeffrey Silow once again. That happened. It is matter of public record. Plaintiffs suddenly felt the need place an attorney profile for Alexander Silow on their website when preparing to submit their proposed settlement and request for attorney's fees, they never felt such a need when seeking approval for the work of Jeffrey Silow. Illusory bills for illusory work performed by Plaintiffs' illusory "of counsel" attorney with illusory credentials and

a hastily posted profile on the firm's website. It can fairly be described as criminal, corrupt, inept, reckless, an unethical level of indifference or willful ignorance or all of the above. Regardless of how Hartleib chooses to characterize what happened and Plaintiffs' level of culpability, what actually happened, regardless of any commentary or characterization, tarnishes Plaintiffs' reputation and they want it buried by any means necessary even if those means include a perversion of tort litigation. When Plaintiffs tout their reputation and accomplishments in courts across the country while seeking appointments as lead or co-lead counsel in consolidated derivative cases, they do not want anyone to draw attention to what actually happened the one time Plaintiffs' practices were subject to true scrutiny. Having to repeat their story in other jurisdictions that they lacked knowledge or lacked intent, that this was somehow a series of unfortunate events that occurred under their leadership, is worse than any adjective or characterization Hartleib has uttered or could utter. The language throughout the Kansas trial court's scathing opinion is worse than anything Hartleib has uttered or could utter because it is authoritative and beyond dispute by any illusory audit that Plaintiffs allegedly performed but will not produce despite a clear order from this Court. *See Exhibit A; Doc. # 120*. Hartleib threatens to continue to draw attention to what actually happened.

It is clear from the conduct outlined below that Plaintiffs do not wish to litigate their claims on the merits and be compensated for the unsupportable losses they claim. Plaintiffs want to cover up their actual conduct in the Sprint case so that it can be repeated. In fact, Weiser Law Firm Co-Founder, Co-Owner, and Vice President, Patricia Weiser, does not even believe in the merits of the case and admits that it was brought for the sole purpose of stopping future action, not seeking compensation for prior torts: "This case is -- was brought with the sole purpose of stopping him..." *Exhibit B p. 248:21-23*. "And there's no winning. There's no winning with this

lawsuit.” *Exhibit B p. 179:3-4*. This case is an attempt at a *de facto* injunction to prevent Hartleib drawing attention to the Sprint case in the future. This Court cannot order Hartleib to refrain from seeking permission to address another court in another jurisdiction whether it be in person or through the filing of an amicus brief. The jurisdictional and constitutional restraints that would prevent such an order are immediately apparent. “[P]rior restraints on speech and publication are the most serious and the least tolerable infringement on First Amendment rights.” Nebraska Press Ass’n v. Stuart, 427 U.S. 539, 559, 96 S. Ct. 2791, 49 L. Ed. 2d 683 (1976). “[T]he maxim that equity will not enjoin a libel has enjoyed nearly two centuries of widespread acceptance at common law. The welter of academic and judicial criticism of the last seventy years has, in truth, done little more than chip away at its edges. In any event,... Pennsylvania would appear firmly bound to the traditional rule.” Kramer v. Thompson, 947 F.2d 666, 677-78 (3d Cir. 1991).

This matter cannot accomplish the “sole purpose” for which it was brought, its ulterior motive, without being perverted into something outside the bounds of tort litigation. Plaintiffs have made clear that this is exactly what they are attempting. Plaintiffs want to tout their accomplishments and reputation without contest and continue their usual practices without being subject to scrutiny. Similarly, Plaintiffs allege millions in economic damages, reputational harm, lost clients, lost opportunities, lost referrals and severe emotional distress resulting in PTSD in the instant action without contest and will obstruct any discovery into the veracity of these allegations. They want to cover up criminal activity that they either facilitated knowingly or permitted to occur through an alarming demonstration of ineptitude and reckless indifference. Plaintiffs have demonstrated a clear ulterior motive and their bad faith obstruction of legitimate discovery. They have done so through the blatant withholding of documents and information relevant to their claims and through motions to quash subpoenas issued to obtain basic

information they refuse to provide. See Turkos v. Dupont Borough, No. 3:14cv2243, 2017 U.S. Dist. LEXIS 49074, at *14-15 (M.D. Pa. Mar. 31, 2017)1) ((1) an “abuse” or “perversion” of process already initiated (2) with some unlawful or ulterior purpose and (3) harm to the plaintiff as a result.)

Hartleib pursued discovery on the matters at issue serving discovery demands on Plaintiffs on October 22, 2020. See *Discovery Requests as Exhibit C*. Since that time, Hartleib has argued in numerous filings that Plaintiffs have either failed preserve information and documents or are withholding basic relevant and discoverable information and documents without any specific claim of privilege. *Doc. #110, 111*. Magistrate Rice based the ruling on Hartleib’s prior discovery motions, in part, on Plaintiffs’ affirmations that they have produced all non-privileged documents in their possession. *Doc. # 119*. It is now clear that these affirmations are false. Defendant has repeatedly been forced to pursue third party discovery to seek basic information at Plaintiffs’ fingertips. Recent testimony has made clear that regardless of the legitimacy any request by Defendant or prior orders from this Court, Plaintiffs are unwilling to produce or search for any document beyond what they pre-packaged prior to the instant litigation.

Plaintiffs generally claim millions of dollars in lost income, lost referrals, and lost opportunities. They continue to provide no basis their calculations and have not identified any lost opportunities and object to any third-party inquiry regarding the same.¹ Defendant has

¹ Plaintiffs recent Court Ordered statement of lost income references only the *Equifax* case as an identifiable instance of lost income due to statements made by Hartleib. This Court has already ruled that the statements made during that litigation would be subject to judicial privilege. *Doc. #154*. “even if the Amended Complaint had listed the Equifax Statements as a basis for the defamation, commercial disparagement, and false light claims, the Equifax Statements are protected by the judicial privilege and cannot serve as a basis for [the defamation, commercial

attempted to depose and/or obtain documents from third parties that are familiar with Plaintiffs' reputation, who have been identified as a referral source through investigation, or who could reasonably lead to discoverable material that corroborate or dispel the basis of Plaintiff's IIED claim. Plaintiffs object and generally assert privileges as a basis for withholding responsive documents but refuse to identify what is being hidden under these blanket assertions. On multiple occasions, Plaintiffs have moved to quash deposition subpoenas for individuals that Plaintiffs identified as potential witness and referenced in Plaintiffs' pleadings. *Doc. #77, #129.*

C. Discovery Regarding Plaintiff's IIED Claim Has Been Repeatedly Obstructed in Bad Faith

Recently, Plaintiffs have produced an expert report wherein Robert Weiser is diagnosed with PTSD. *See Exhibit D.* Mr. Weiser refuses to provide the most basic information that would permit an inquiry into his prior and current health as it relates to his IIED claim and recent diagnosis. Hartleib sought the identity of Plaintiff, Robert Weiser's pharmacy, primary care physician, and mental health providers in relation to his intentional infliction of emotional distress claim. *Exhibit C Interrogatories #1-3.* Hartleib also requested that Plaintiff admit he "has not sought any medical, psychiatric, or psychological treatment for the harm alleged" as part of the IIED. *Exhibit C Request for Admission #71.* Mr. Weiser originally denied that he did not seek treatment related to his intentional infliction of emotion distress claim and frivolously objected to interrogatories into his treating providers citing HIPAA. *See Exhibit E Response to Requests for Admission #71 and Answers to Interrogatories #1-3.* Hartleib filed a discovery motion seeking, among other things, to compel substantive responses to these interrogatories. *Doc. # 112.* The

disparagement, or false light] claims." Plaintiffs also identify losses associated with another matter for the first time without any explanation as to how it is attributable to Hartleib.

relevant portion of the Order dated August 6, 2021, addressing Defendant's motion stated as follows:

In response to Interrogatories 1-3, Plaintiffs shall disclose only mental health treatment, including visits to any medical provider or prescriptions, Robert Weiser has obtained in relation to his claim of intentional infliction of emotional distress, if the Court denies Defendant's motion to dismiss this claim....

Doc. 120 p. 3 paragraph 5a. On March 31, 2022, the Court denied Hartleib's motion to dismiss as to the emotional distress claim. *Doc. #151.* On May 25, 2022, Plaintiff supplemented the responses to interrogatories #1-3 stating Mr. Weiser "has been evaluated by a Doctor of Psychology (PhD) with respect to his mental health" but did not identify the provider, their address, dates of treatment. *See Exhibit F.* Hartleib filed a Motion to Compel Specific Answers to Interrogatories #1-3 on June 21, 2022. *Doc. #158.* The Court granted the Motion stating that "[i]f he was treated, Plaintiff Robert B. Weiser shall disclose the identity of the Doctor of Psychology who treated him, provide the address, and the dates of care by June 28, 2022." *Doc. #160.* Plaintiff supplemented his answers to the three interrogatories stating that he did not treat with the particular Doctor of Psychology mentioned in prior responses. *See Exhibit G.* Plaintiff finally amended his response to Request for Admission #71 stating: "[i]t is solely admitted that Robert Weiser did not receive 'treatment' from a psychologist or Doctor of Psychology or other medical professional prior to the institution of this litigation." *Exhibit H.*

Plaintiff, Robert Weiser has not identified his pharmacy or a single provider that treated him for any symptoms allegedly related to his IIED claim. Plaintiff has represented to this Court and to defense counsel that Robert Weiser has not treated for his injuries related to his IIED claim. This is false. Patricia Weiser, the wife of Robert Weiser and Co-Founder of the Weiser Law Firm, was deposed on July 21, 2022. *Exhibit B p. 8:1-9:6.* According to Ms. Weiser, he suffers "horrible migraines" due to stress caused by Hartleib and has tried numerous prescription

medications and Botox while under the care of a neurologist. *Exhibit B p. 179-181*. The stress has also caused Plaintiff to suffer physical pain “all the time” and treats with a chiropractor and masseuse. *Exhibit B p. 194:6-12*. Plaintiff also suffers from TMJ which flares up due to the stress allegedly caused by Hartleib. *Exhibit B p. 204:17-24*. Despite continued requests, Plaintiff refuses to identify any provider that could corroborate any manifestations of symptoms described Mrs. Weiser or the medical and mental health history provided by Plaintiff’s expert, Dr. V. Richard Roeder, Ph.D.. *Exhibit D*. Plaintiff, Robert Weiser’s continued refusal to permit any inquiry into the veracity of his claimed injuries warrants a dismissal of this claim. Hartleib is severely prejudiced by this bad faith conduct. When Plaintiff claims to have PTSD and other physical and mental health issues due Hartleib’s actions, he cannot be denied an inquiry into whether Plaintiff actually suffers from these issues or whether those issues were pre-existing.

D. The Weiser Law Firm’s Documents

Prior to the instant litigation, the Weiser Law Firm, through its co-founder, Patricia Weiser requested their IT provider, Ace Technologies, to perform searches of “all emails for... a list of words....” which would have included Jeffrey Silow. *Exhibit B p. 107:6-8*. At some point prior to the instant litigation searches were performed by the IT provider related to Mr. Hartleib. *Exhibit B p. 108:10*. However, the Law Firm did not request that Ace perform any IT searches in response to Hartleib’s discovery requests because Mrs. Weiser had “already preserved group of documents to -- to reference and produce as directed by Counsel knowing that it was a fulsome search....” *Exhibit B p. 109:3-5*. Plaintiffs printed some of the emails of the various searches performed, assembled them into binders, and scanned the printed binders to preserve only what they packaged together. *Exhibit B p. 108, 113*.

E. Contrary to Prior Representations Plaintiffs, Possess and/or Control Versions of Previously Produced Emails that Contain Dates

Plaintiffs have previously produced emails pertaining to Jeffrey Silow consisting predominantly of emails where Silow sends a timesheet. *See Doc. #112-9*. Each individual email chain in the production begins with an email that does not indicate the date it was sent due to the method of production. What Plaintiffs knew or discovered about Jeffrey Silow and when they discovered this information is crucial to the issues of this case. As an example², below is an email (Doc. #112-9 page 5, Weiser 000005) between current Law Firm employee, James Ficaro, and former Law Firm employee, Brett Stecker, is illustrative of the general problem with Plaintiffs' production.

Archita Patel

From: James Ficaro
To: Brett Stecker

Holy shit, his name isn't even Alexander: <https://www.lawyer.com/jeffrey-silow.html>

Jimmy Ficaro

The Weiser Law Firm, P.C.
office: 610.225.0206 | fax: 610.408.8062

22 Cassatt Avenue | Berwyn, PA 19312

The email has no date or time or even a subject line. At his deposition, Jeffrey Silow testified that he emailed his time sheets as attachments to Plaintiffs every two weeks.³ Plaintiffs have previously represented that this is the only version the emails they are able to produce without

² Hartleib previously identified every email missing a date and provided it to Plaintiffs' counsel.

³ Pursuant to this Court's Order, any filing of Jeffrey Silow's deposition transcript is required to be filed under seal and is intentionally absent from the instant motion. Plaintiffs do not appear dispute that Silow sent timesheets as attachments.

explanation. It is now clear from Mrs. Weiser's testimony that Plaintiffs possess and/or control electronic versions of the emails with the date sent and possibly any attachments but cannot be bothered to look outside their pre-packaged binder for this litigation.

F. Plaintiffs Possess Documents and Communications Regarding Defendant and Silow that They Will Not Identify or Produce

As this Court has previously recognized, “[b]ecause some of Hartlieb’s alleged defamatory statements concern Plaintiffs’ relationship with Silow, documentation of that relationship could make the truth or falsity of such statements more or less probable.” *Doc. #75*. Hartlieb requested internal communications regarding himself and Jeffrey Silow. *Exhibit C Requests #14 and 15*. Hartlieb also requested that Plaintiffs “[i]dentify and produce any and all communications with third-parties regarding Silow [and/or Hartlieb], including, but not limited to, any counsel involved in Ross-Williams [(Sprint)], In re Equifax, Inc. Derivative Litigation, No. 1:18-cv-00317-TWT, In re CenturyLink Sales Practices and Securities Litigation, No. 17-md-2795-MJD-MM, In re Big Lots, Inc. Shareholder Litigation, No. 2:12-cv-445, and the Kraft Heinz matters Case No. 1:19-cv-01339 and 1:20-cv-02071. *Exhibit C Requests for Production #16 and 17*. Despite being provided emails by their IT company, Plaintiffs have not produced any emails that mention Hartlieb and have not asserted a claim of privilege for any specific communication being withheld. To date, Plaintiffs have not produced any emails with third parties regarding Silow beyond those from his original retention in 2008 through Abelson. Hartlieb has previously documented in other filings Plaintiffs’ emails with an attorney from the Center for Class Action Fairness regarding Silow from February of 2017 that Plaintiffs did not produce. *Doc. # 90 p. 34-35*. Weiser Law Firm partner, James Ficarro, also testified as to an exchange of emails with Jeffrey Silow regarding his bar number that has never been produced.

See Deposition of James Ficaro attached as Exhibit I p. 26:13-27:19. James Ficaro would receive emails from colleagues regarding Hartleib including emails that contained the Wall Street Journal article or discussed Hartleib's filings which are alleged to have defamed Plaintiffs and cause Plaintiff, Robert Weiser emotional distress. *Exhibit I p. 55:11, p. 112:14-113:24.*

14	Q.	Outside of any electronic notification
15		emails, have you received any emails or sent any
16		emails to the other plaintiffs' firms regarding
17		Michael Hartleib?
18	A.	Yes. So, for example, he filed something
19		in a case, there's a notification, and then
20		there's -- you know, that would be a chain of emails
21		between plaintiffs' counsel regarding that filing.

None of these emails have been produced despite the clear relevance to claims at issue in the present matter.

G. Plaintiffs Possess the Binder and Other Documents Submitted to the Montgomery County District Attorneys' Office

Hartleib previously request production of "documentation and communications related to the criminal proceedings against Silow referenced in paragraph 65 of your Complaint." *Exhibit A Production Request #26*. Plaintiffs claimed to have no responsive documents that are not subject to privilege. *See Exhibit E Request #26*. Plaintiff, Robert B. Weiser and former Weiser Law Firm attorney, Brett Stecker, had email communications with local criminal investigators and forwarded that investigator responsive documentation. *See Affidavit of Probable Cause attached hereto as Exhibit J*. This included documents provided to the Pennsylvania Disciplinary Board which were also requested. According to Mrs. Weiser, a binder of documents was put together for and provided to the Montgomery County District Attorney's Office. This binder is still in the

Law Firm's possession. *Exhibit B p. 108-109*. Plaintiffs had claimed to have produced majority of the contents of binder provided to investigators, they represented to this Court that the remainder was not in their possession. *Doc. # 119-2 p. 11*. Whether the information provided to law enforcement is consistent with Plaintiffs allegations and information provided in the instant matter is relevant and discoverable. In fact, one would think that if the information were consistent, Plaintiffs would have no issue with providing that information. Plaintiffs also have not explained why they cannot produce more recent emails to investigators but can selectively attach emails with Hartleib dating back to 2008 to their pleadings. Further, upon information and belief, Plaintiffs provided documentation from their alleged "audit" of Jeffrey Silow's work to investigators including reports run on the Relativity platform regarding Jeffrey Silow's IP address. *See Exhibit J*. Plaintiffs were previously ordered to "identify who performed the billing audit using the Relativity software, the scope of the audit, and any documentation from the audit." *Doc. #120*. To date, Plaintiffs have not complied with the Order.

H. Weiser Law Firm Partner, James Ficarro, Personally Created the Billing Records Plaintiffs Claim They Do Not Possess.

Hartleib also requested that Plaintiffs produce their billing records requested by the trial court and submitted for *in camera* review in the Sprint case. *Exhibit C Request for Production #21 see also Exhibit A*. Plaintiffs contend that the billing records they submitted in the Sprint Case are somehow not in their possession. Magistrate Rice previously accepted Plaintiffs' affirmance that they fully responded to this request. *Doc. #120*. Weiser Law Firm partner, James Ficarro, testified that he personally prepared the PDF of billing records that were submitted to the trial court in the Sprint case. *Exhibit I p. 34:19-35:4*. How they lost this court submission has not been explained to defense counsel or this Court.

III. CONCLUSION

Plaintiffs' motives and bad faith conduct are clear. They do not want to litigate the remaining claims or statements on the merits. Plaintiffs have demonstrated a course of conduct that has prejudiced Defendant by denying him a basic good faith inquiry into the veracity of Plaintiffs' claims. Plaintiff, Robert Weiser's deposition has yet to occur. Defendant should not be forced close out discovery and continue litigating this matter without the basic outstanding information and discovery discussed above. Defendant respectfully requests that this Honorable Court exercise its inherent authority and authority under the Federal Rules of Civil Procedure and grant the motion and enter the proposed order dismissing this matter. Alternatively, Defendant contends that he has demonstrated good cause for an immediate stay of discovery and respectfully requests that this Court stay discovery for further proceedings and submissions on outstanding issues of discovery and spoliation.

GOLDBERG, MILLER & RUBIN, P.C.

BY: /s/ Eamon Merrigan

EAMON MERRIGAN, ESQUIRE
Pa. Attorney Id. No. 87920
GOLDBERG, MILLER & RUBIN, P.C.
The North American Building
121 South Broad Street
Suite 1600
Philadelphia, PA 19107
(215) 735-3994
emerrigan@gmrlawfirm.com

DATED: 8/23/22

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<u>THE WEISER LAW FIRM, P.C., and</u>	:	
<u>ROBERT B. WEISER, ESQUIRE</u>	:	CIVIL ACTION
	:	
v.	:	NO.: 2:19-CV-02728-KSM
	:	
<u>MICHAEL HARTLEIB</u>	:	
	:	

CERTIFICATE OF SERVICE

I, EAMON MERRIGAN, ESQUIRE, do hereby certify that service of a true and correct copy of the foregoing Motion has been forwarded to all counsel of record via electronic notification.

GOLDBERG, MILLER & RUBIN, P.C.

BY: /s/ Eamon Merrigan
EAMON MERRIGAN, ESQUIRE
Pa. Attorney Id. No. 87920
GOLDBERG, MILLER & RUBIN, P.C.
The North American Building
121 South Broad Street
Suite 1600
Philadelphia, PA 19107
(215) 735-3994
emerrigan@gmrlawfirm.com

DATED: 8/23/22

Case 2:19-cv-02728-KSM Document 171-4 Filed 08/23/22 Page 1 of 35

EXHIBIT “A”

IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL DEPARTMENT

MONICA ROSS-WILLIAMS, derivatively,
on behalf of SPRINT NEXTEL
CORPORATION,
Plaintiff,

v.

Case No. 11CV1688
Division 2
Chapter 60

ROBERT R. BENNETT, GORDON M.
BETHUNE, LARRY C. GLASSCOCK,
JAMES H. HANCE, JR., DANIEL R. HESSE,
V. JANET HILL, IRVINE O. HOCKADAY, JR.,
FRANK IANNA, SVEN-CHRISTER NILSSON,
WILLIAM R. NUTI, RODNEY O'NEAL, GARY
D. FORSEE, PAUL N. SALEH, and WILLIAM
G. ARENDT,
Defendants,

and

SPRINT NEXTEL CORPORATION, a Kansas
Corporation,
Nominal Defendant.

MEMORANDUM DECISION

(Approving Settlement with a Reduced Attorney Fee/Expense Award)

This matter comes before the Court on Plaintiff's Unopposed Motion for Final Approval of Settlement and Award of Attorneys' Fees and Reimbursement of Expenses.¹ The settlement at issue arises from litigation concerning Sprint's unsuccessful merger with Nextel a decade ago. The Court stayed the case nearly immediately after filing while the parties were monitoring other litigation. While this case was stayed, they conducted mediation.

The parties' proposed Settlement lists several corporate reforms, including changes to corporate governance, the make-up of the Board of Directors, changes to the language of the Committee Charter, and some additional oversight to Sprint's stock repurchasing program. These

¹ Doc. 24.

reforms are discussed in further detail below. In addition to the reforms, the Settlement proposes \$4.25 million for the Plaintiff's attorneys' fees.

Plaintiff filed an Unopposed Motion for Preliminary Approval of Settlement on February 26, 2016.² The Court granted the motion, and scheduled a final settlement conference hearing for May 26, 2016. Pursuant to the notice sent out by Plaintiff's counsel, objectors were invited to appear at the final settlement conference. Michael Hartlieb of California appeared to object to the proposed Settlement. At the conclusion of the settlement conference, the Court directed the parties and Mr. Hartlieb to file supplemental briefs regarding the sufficiency of the corporate governance reforms which are the core of the proposed Settlement and the fairness of the requested fee award of \$4.25 million as analyzed under the KRPC 1.5 factors.

Although titled as an unopposed motion, the Court has heard orally and received written objections, opposition, observations and comments from Mr. Hartlieb who is a shareholder in the Sprint Corporation. His objections to the corporate governance reforms have been considered, but are not entirely persuasive. However, his opposing comments regarding the requested attorneys' fees award have given the Court considerable pause.

I. Factual Overview

On August 12, 2005, Sprint completed the purchase of Nextel for \$37.8 billion. Sprint recorded that Nextel was paid \$15.6 billion in excess of the fair value of Nextel at the time of purchase. Sprint booked this payment as "goodwill." Sprint reasoned that the goodwill payment reflected the anticipated benefits Sprint would receive by gaining access to Nextel's propriety iDEN network, which supported push-to-talk technology that was believed to be increasing in popularity at the time. Sprint planned to integrate its Code Division Multiple Access ("CDMA")

² Doc. 19.

network with Nextel's iDEN network. But following the purchase of Nextel, Sprint was unable to successfully integrate the two technologies.

Plaintiff alleged that Sprint concealed post-merger issues by shifting its focus away from subprime subscribers and heralding tightened credit standards. A large segment of Nextel's business targeted subprime subscribers. Those subprime subscribers inflated subscription numbers for reporting purposes. But reports are merely a snapshot in time, and subprime subscriber numbers exaggerated the number of loyal subscribers. Subprime subscriptions carry a significant risk of consumers canceling a plan or not renewing a contract when the time comes to do so. At the same time, Sprint failed to disclose that the CDMA and iDEN networks were incompatible. As a result, it appeared to many industry insiders and market observers that Sprint vastly overpaid for the goodwill in Nextel. Plaintiff also alleges that before it became well-known that the Sprint Nextel merger failed, Sprint's Board of Directors caused Sprint to spend nearly \$2 billion to repurchase millions of its own shares. Sprint's shares were trading at inflated prices while the effects of the merger were taking a negative toll on Sprint internally. Investors were none the wiser. Sprint insiders may have used this information to sell their own personal holdings in Sprint before it was too late.

On February 28, 2008, Sprint publicly disclosed that it would record a \$29.7 billion non-cash goodwill impairment charge for Q4 of the FY2007, which resulted in a net loss of \$29.5 billion for the quarter. Following this announcement, Sprint loosened its credit standards to boost the number of subscribers. As a result, Sprint's stock price tumbled by ten percent.

In June 2013, long after this lawsuit was filed, Sprint's shareholders approved a transaction by which Softbank Group Corp. ("Softbank") acquired 70% of Sprint's stock. The new Softbank-owned "Sprint" or "Sprint Corporation" reorganized as a Delaware corporation. Shareholders who

held positions in Sprint prior to Softbank's acquisition were given the option of receiving cash buyouts or shares in the new Sprint entity. After Sprint and Softbank completed their transaction, the new Sprint became classified as a "controlled company" by the New York Stock Exchange.

This action was filed in 2011 before the former Sprint Nextel Corporation was acquired by Softbank. After Plaintiff filed, both parties agreed to stay the case for a number of years to prevent extraordinary expense, as Sprint securities litigation was also pending and being monitored by these parties.³ This case and others were stayed.⁴ After the securities litigation was resolved, the parties engaged in mediation with retired Federal Judge Layn Phillips, who by all accounts is an expert mediator in complex business litigation. He had mediated the securities class action. After three rounds of mediation, the parties agreed to the proposed Settlement now before the Court.

The originally named individual Defendants were Directors and officers of the old entity. They were alleged to have committed significant breaches of fiduciary duties which damaged the old entity. At least two Officers received substantial bonuses and severance packages after they were "discharged without cause" following the Nextel merger debacle thereby triggering their "entitlement" to that compensation. They had some kind of indemnification shield that Plaintiff's did not test at all. There may have been statute of limitations problems with the claims even before the lawsuit was drafted. The Plaintiff quit prosecuting the case and "settled" with the new corporation without any formal substitution of parties in this action. Within the context of this decision, the Defendant entity is referred to simply as Sprint.

II. The Settlement

Pursuant to K.S.A. 60-223a, the Court must approve all dispositive actions in a derivative

³ *Williams v. Sprint/United Mgmt. Co.*, Civ. No. 03-2200-JWL (D. Kan.)

⁴ *Murphy v. Forsee*, Case No. 09 CV 3132 (removed to Federal Court: No. 09-CV-2422-EFM/KMH); *Price v. Forsee*, Case No. 11 CV 3257; *Randolph v. Forsee*, Case Nos. 10 CV 6261 and 12 CV 4447.

lawsuit. This includes settlements, voluntary dismissals, and compromises. The purpose behind this requirement is, among other things, to protect the interests of the shareholders. In *Quality Developers, Inc. v. Thorman*,⁵ the Kansas Court of Appeals quoted the Southern District of New York, stating:

The role of the Court is to see that the compromise is fair and reasonable under the circumstances and that no collusion or fraud has been practiced in the consummation of the settlement. To do this, the Court must weigh the probabilities and possibility of victory or defeat as indicated by the legal or factual situation presented. If such considerations lead to the conclusion that the settlement agreed upon by the plaintiffs in the suit is not unfair or unreasonable to the corporation (in which all the other stockholders have their interest), then the action of the plaintiffs in compromising the suit should be approved.⁶

With this in mind, the Court now examines the parties' Settlement for final approval. Generally, there are two modes of relief in derivative suits. There is pecuniary relief, which adds a monetary benefit to the corporation. This may occur in the form of a claw-back provision in a judgment or settlement that would require a former Director or executive to return a portion of the millions received as a golden parachute payment or ill-gotten gains. The second type of relief is non-pecuniary relief, as we have here. The Delaware courts, who see many more derivative actions than Kansas, use the term "therapeutic relief." Therapeutic relief often comes in the form of corporate governance changes, structural changes, or other reforms that affect the internal behavior of a corporation. The Court may focus on the corrective measures taken by the corporation as a part of a settlement, but it should determine that such measures represent more than "corporate cosmetics" and are likely to result in meaningful relief that would not have occurred but for a settlement.⁷

This Settlement under review concerns exclusively therapeutic relief in the form of four

⁵ 29 Kan. App. 2d 702, 31 P.3d 296 (2001).

⁶ *Id.* at 716 (quoting *Winkelman v. General Motors Corp.* 48 F. Supp. 490, 493 (S.D.N.Y. 1942).

⁷ *Principles of Corporate Governance*, §7.14, note (d) (1994).

major corporate governance reforms, discussed herein, together with a substantial fee and expense payment from the surviving corporate entity to Plaintiff's lawyers. It is difficult to assign an exact value to therapeutic relief achieved in a Settlement. Any value achieved is speculative and depends on a number of factors, ranging from decisions of the Directors to market forces.

In approving this Settlement, the Court is charged with the responsibility to determine whether its end result is not unfair to the corporation. As a corollary, the Court must also determine whether the requested fee and expense award for Plaintiff's counsel is fair and adequately reflects the work performed by counsel. Determining the adequacy of a fee requires the Court to acknowledge and examine other factors, such as whether the work was performed on a contingency basis. The Court must look for careful balance. A fee must be proportional and fair in view of the amount of work performed, and most importantly, the results achieved by Plaintiff's counsel.

The parties' Settlement consists of reforms that aim to enhance Sprint's merger activity, if any, and decisions made by the Board of Directors in the near future. Plaintiff retained Professor James Tompkins of Kennesaw State University as an expert in crafting the corporate governance reforms that are a part of the Settlement. Plaintiff stated in the Motion for Final Approval⁸ that Prof. Tompkins assisted in securing "significant and valuable" reforms regarding Sprint's future mergers and acquisitions ("M&A") activities. Ideally, these reforms will prevent Sprint from engaging in transactions like the Sprint Nextel merger, and improve post-merger processes and activities.

First, the Settlement provides that Sprint's Finance Committee will receive education on topics related to M&A transactions, due diligence, and implementation. In his Declaration, Prof. Tompkins stated that the heightened M&A oversight is "highly likely to result in improved process

⁸ Doc 24.

change,” which would make Sprint’s future M&A activity more deliberate, and thus less risky for Sprint and its shareholders. The Settlement speculates that the Directors will take the education they will receive seriously (or at least more seriously than they would in governing this multi-billion dollar company without these special governance principles in place), and that they will implement these vital changes in Sprint’s processes.

The effectiveness of this reform depends on several factors. It will only be effective for as long as the Directors must receive the education. The Settlement contains a sunset provision that allows Sprint to deviate from the reforms after three years. If the education program for the Finance Committee ends with the sunset provision, any future Directors on the Finance Committee would not receive the benefit of the education. The effectiveness of this reform also depends on Directors receiving an adequate amount of education. Because the education program is intended only for Finance Committee members, if some Directors are shuffled from committee to committee, the education will not be ingrained into the “corporate DNA” of the Finance Committee. If this occurs, the reform is worthless.

The second reform in the Settlement addresses information flow issues and expands Audit Committee responsibilities. Parties suggest that the Settlement will bolster the Audit Committee’s oversight of financial reporting, risk management, and compliance. Under the Settlement, the Audit Committee would receive annual updates regarding goodwill impairment testing, noting that had this measure been in place during the Sprint Nextel merger, it could have prevented or mitigated the \$29.7 billion goodwill impairment during 2008. Additionally, the Audit Committee would monitor statements made about the customer credit policy, the value of goodwill, and efficacy of post-merger activities. Parties claim these changes to the Audit Committee will also address internal controls that were severely lacking at the time of the Sprint Nextel Merger.

It is unclear whether this reform requires Sprint to perform annual goodwill impairment testing because it currently is not doing so, or whether the reform will ensure that the Audit Committee will be made aware of the results and updates relating to Sprint's current goodwill impairment testing. Because of the sheer size of Sprint, the Court is inclined to believe that Sprint currently implements goodwill impairment testing, which is something that any corporation of any size responsibly should be doing to some extent.

Generally speaking, the function of a corporation's Audit Committee is to oversee financial reporting and disclosures. While the reform puts the Audit Committee's actions in the future in a positive light, the Court cannot help but be concerned about its prior activities in the shadows. If the Committee responsible for ensuring that Sprint's financial reporting was not aware of the effects or extent of the impending goodwill impairment in 2008, then the reform may be beneficial. It does cause concern, however, that the Settlement must provide for the Audit Committee to be more careful or aware with respect to goodwill impairment. At most, the reform will put Sprint's Audit Committee on par with any other major corporation. This will probably benefit Sprint and its survival going forward, but it is nonetheless disconcerting that Sprint requires a legal settlement to implement this procedure—if in fact it does.

The third reform in the Settlement concerns Sprint's adoption of a new share repurchasing program. Corporations use share repurchasing programs to strategically remove shares from the open market when the Board of Directors is concerned that a stock's price is too low. By removing a substantial number of shares from the market, the price of the stock theoretically will increase, thus providing more value to the shareholders maintaining their positions in that corporation. According to Plaintiff's expert, the policy will require Sprint's Board of Directors to consider cash needs, strategic alternatives, and other financial and strategic implications. Theoretically, this new

policy will assist the Directors to better recognize hazardous situations when repurchasing Sprint's shares off of the market.

Again, this reform exemplifies par behavior of other major corporation. In essence, it proposes that Sprint will investigate the effects of repurchasing its own shares, and whether repurchasing its shares is even necessary. Any other corporation using a share repurchasing program should already be performing such an investigation. If a corporation initiates a share repurchasing program without performing due diligence before repurchasing, then it gambles with the effects that will follow. It is difficult to believe that a company would engage in a share repurchasing program without investigating the resulting effects on the corporation and its shareholders. A share repurchasing strategy cannot exist without careful, deliberate execution. It would be improvident, or perhaps a severe breach of fiduciary duty, to do otherwise.

The fourth reform in the Settlement concerns the composition of the Board of Directors. The overall goal is to strengthen the independence and operation of the Board. Currently, Sprint's Board of Directors consists of Sprint's CEO, three Directors affiliated with its parent company Softbank, and five independent Directors. The Settlement will require the new Sprint to now take extra precautions by increasing Board independence, which it normally would not have to do because of its controlled corporation status.

The Settlement will require the majority of the Board of Directors to be outside Directors, and will require the majority of the members of the Finance Committee to be independent Directors. It also will require the Compensation Committee to consist solely of outside Directors.

The Settlement will also require the Board to disclose and explain its votes to the CEO in writing. This reform aims to ensure accountability and transparency, and to better protect the interests of the shareholders. In conjunction with a majority of independent, outside Directors, this

requirement may help shine a light on any conflicts of interests the Directors may have and the potential for such conflicts may be minimized. This reform is a success for both the corporation and its shareholders, in light of the lack of transparency leading up to the \$29.7 billion goodwill impairment that contributed to the old Sprint's stock value plummeting.

The final part of the fourth reform requires the Board of Directors to examine the qualifications of each Director to ensure the Board and its Committees are properly staffed by those with the requisite skill and knowledge. Of course, a corporation's Board of Directors should have qualified Directors. The Board cannot function properly if it lacks those with the skills to run a multi-billion dollar corporation. Sprint, from its retail division to its broadband division, undoubtedly interviews all employees to ensure they are properly qualified to handle their job responsibilities. This reform is merely cosmetic in nature, and its inclusion in the Settlement adds no material benefit to Sprint. While a Board of Directors should ensure that its Directors are qualified to be members, this is something Sprint is likely already doing, and is not an added benefit to Sprint by virtue of the Settlement.

At the hearing for final Settlement, the Court expressed concerns about the efficacy and the enforceability of the Settlement. Plaintiff's Petition requested an array of relief based upon the egregious conduct of Officers and Directors as originally alleged:

WHEREFORE, Plaintiff demands judgment as follows:

- A. Against all Defendants and in favor of the Company for the amount of damages sustained by the Company as a result of Defendants' breaches of fiduciary duties;
- B. Directing Sprint to take all necessary actions to comply with Applicable laws and to protect the company and its shareholders from a repeat of the damaging events [of the Sprint Nextel merger], including, but not limited to, putting forward for shareholder vote resolutions for amendments to the Company's By-Laws or Articles of Incorporation and taking such other action as may be necessary to place before shareholders for a vote a proposal to strengthen the Board's supervision of operations and develop and implement procedures for grater shareholder input into the policies and guidelines of the Board
- C. Awarding to Sprint restitution from Defendants, and each of them, and ordering

Clerk of the District Court, Johnson County Kansas
11/22/16 01:17pm MM

disgorgement of all profits, benefits, and other compensation obtained by the Defendants;

D. Awarding to Plaintiff the costs and disbursements of the action, including reasonable attorneys' fees, accountants' fees, and experts' fees and expenses; and

E. Granting such other and further relief as the Court deems just and proper.⁹

When comparing the requested relief and the achieved results, the Settlement brings a mixed bag of reforms that the parties claim will benefit Sprint. After closely examining them, however, the reforms may be far less effective than as portrayed by the parties in their filings and oral statements at the settlement conference in May.

The ultimate goal of the Settlement is to prevent Sprint, in its current or future iterations, from retuning to its old ways. It gives the narrow benefit of promising to implement these reforms, but does not include any pecuniary relief as requested in the Petition. The effectiveness of the Settlement depends on Sprint dutifully carrying out its responsibilities under the Settlement and implementing the reforms to improve Sprint. Essentially, Plaintiff's counsel was able to get Sprint to agree to conduct itself like the telecommunications giant that it is. The reforms achieved by the Settlement are programs and guidelines that Sprint could implement on its own for the sake of the corporation's own survival. As such, they are not unfair to the corporation. The Court does recognize that some of the reforms, as they would be for any corporation, are in Sprint's best interest and could help ensure its survival in the short run. However, this Court does not think that the results achieved by Plaintiff's counsel warrant a \$4.25 million fee award.

III. Analysis of the Requested Fee Award under KRPC 1.5

The Settlement, if approved, would award Plaintiff's counsel \$4.25 million in attorneys' fees. Both parties lauded each other's work, emphasized that this derivative action was taken on a contingency fee basis, and said that the proposed Settlement was the result of hard-fought

⁹ Doc. 1 at 73–4.

negotiations on both sides. Objector Michael Hartlieb, however, also appeared to give argument and reasons for the Court not to approve the Settlement. Mr. Hartlieb is particularly concerned because, as an individual he holds a significant position in Sprint. His standing to be heard as a million dollar investor in the old Sprint and current entity was not challenged. He objects to both the reforms and the attorneys' fees award. He thinks that the reforms are illusory and will not benefit Sprint, and that Plaintiff's counsel would receive an unjustifiably high fee award relative to the work those lawyers performed and the results achieved.

The Court directed the parties and Mr. Hartlieb to file supplemental briefs with the Court detailing whether the \$4.25 million attorneys' fees award is warranted under the Kansas Rules of Professional Conduct. Plaintiff's counsel and Mr. Hartlieb filed several post hearing documents.¹⁰ Normally, the Court would have limited the briefing. However, because the Court had several other matters pending and needed additional time to review the time records submitted, the Court will accept and has considered the merits of all positions orally stated and expressed in writing prior to this decision. No party has been cut-off and all have been given an opportunity to be heard fully. This matter has been under advisement and fully considered for several months.

There are eight factors under KRPC 1.5(a) for this Court to consider in granting an award of attorneys' fees that is reasonable. Each factor is addressed in detail below.

(1) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly:

Plaintiff's counsel claims that it has invested nearly 18,000 hours in this matter on a contingency fee basis (discussed below), and has incurred at least \$265,000 in expenses that it contends were reasonably expended and necessary to investigate and successfully resolve

¹⁰ Docs 35, 36, 37, 38, 39, 40, 41, and 42.

Plaintiff's claims. Derivative litigation, by its nature, is notoriously difficult and unpredictable.¹¹ Plaintiff's counsel conducted research regarding the Sprint Nextel merger to assess the strength of a potential suit prior to filing the *Murphy, Randolph, Price, and Ross-Williams* actions. This case ran concurrently with a securities litigation case, and was stayed after its filing on February 25, 2011, pending the outcome of the securities litigation.¹² Plaintiff asserts that this was a mutual decision of the parties that would be "informative" in this and the other derivative cases for the sake of efficiency. As a matter of course, staying derivative litigation while other litigation is pending is routine practice.¹³

In August 2011, Plaintiff's counsel started receiving discovery from the securities action, including documents, deposition transcripts and copies of the written discovery requests. The volume was approximately 460,000 documents. Plaintiff's counsel coordinated a document review to gather information that would support a derivative claim. They focused on discovering what internal controls were in place at the time of the Sprint Nextel merger. Plaintiff's counsel asserts that the document review tasks were done efficiently on a single platform to prevent duplicate coding. They state that the document review yielded documents that were instrumental in achieving the Settlement. Following the document review, the parties met with Judge Layn Phillips three times between July 2014 and December 2015. The Settlement tasks among counsel were divided to prevent duplicate work.

Mr. Hartlieb objects to the number of hours that were worked, and contests the number of hours billed, stating, "They cannot just bill for hours, even if the work was done if there is no meaningful benefit." The rules regarding attorneys' fees in Kansas require that the fee must be

¹¹ *Maier v. Zapata Corp.*, 714 F.2d 436, 455 (5th Cir. 1983).

¹² Doc. 2

¹³ *See e.g. Brenner v. Albrecht*, No. CIV. A 6514-VCP, 2012 WL 252286 (Del. Ch. Jan. 27, 2012.).

reasonable in light of the work done. Presumably, Mr. Hartlieb is upset because he believes the suit would have been successful had it proceeded to trial. This Court cannot make that kind of determination or prophetic utterance that it would have been successful. The Court can see, on the other hand, that success on the merits was abandoned fairly quickly by Plaintiff's counsel. Indeed, the statute of limitations may have been a significant problem for them by the time this case was even filed.

Derivative suits are notoriously difficult and complex, and require significant discovery to proceed. Experienced counsel know that going into a derivative action and prior to accepting the cases. The vast majority of the time spent in preparing the Settlement in this case seems to come from the massive document review of the materials received from the securities litigation. And, as counsel indicated, they focused upon the internal controls of the old corporation. The other major time costs of this litigation would be the three mediations with Judge Phillips and the work surrounding those mediations and the preparation of the Settlement. Surely, 18,000 hours—or 750 cumulative days of work—is an astonishing amount work performed in light of the progress of the lawsuit. Of the nearly 18,000 of work, 6905.25 of those hours were billed by attorney Alexander J. Silow for document review. This is astonishing! The adequacy of Mr. Silow's billing records are discussed in detail below.

Mr. Hartlieb does not believe the amount of time billed to the case is justified, and that in some ways he is being left in the dark because of the protective order over the time logs and billing records, arguing that “[i]f they are so proud of their ‘comprehensive and robust’ reforms, they should be equally proud of the fees sought . . . it is not possible for me to present my best argument in opposition of the fee request when Plaintiff's counsel provides summaries and declarations of hours and work performed without any proof, receipts, or time logs . . . [and] puts me at a

Clerk of the District Court, Johnson County Kansas
11/22/16 01:17pm MM

significant disadvantage.”¹⁴ However, the time logs and billing records of Plaintiff’s counsel are duly protected under attorney-client privilege. The billing records were provided for *in camera* review. The Court has carefully reviewed them, and paid particular attention to the type of objections Mr. Hartlieb was making even with his inability to review them himself.

(2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer:

Derivatives suits are called “complex litigation” for a reason. The subject matter and the sheer size of discovery and information necessary to prosecute a lawsuit, as well as the amount of time required, can be overwhelming. Mr. Hartlieb argues that Plaintiff’s counsel’s firms are “litigation mill[s],” eagerly hopping on the gravy train of complex litigation for a multi-million dollar attorneys’ fee payout to force slight change on a corporation where the facts and circumstances would allow. It has been noted by other courts that large-scale class actions and derivative suits necessarily require a great deal of work, and because of this, attorneys (or sometimes, entire firms) are unable to take on other matters.¹⁵

In *Lucas v. Kmart Corp.*, a two-attorney firm entered into a contingency fee agreement with plaintiffs to bring a suit against Kmart for violations of Title III of the ADA. The case grew in magnitude from a single plaintiff to a nationwide class action. Class counsel submitted a significant amount of evidence that the research into the case was extensive, including 100,000 pages of documents and over 65,000 “mystery shopper” reports, taking over 50 depositions. Like Plaintiff here, the *Lucas* plaintiffs were forced to stay the case, albeit because of the bankruptcy automatic stay. After Kmart emerged from bankruptcy, there was significant motion practice from May 2003 through the settlement in late 2005. The settlement provided for \$13 million to be set

¹⁴ Doc. 36 at 2.

¹⁵ See *e.g. Lucas v. Kmart Corp.*, No. 99-cv-01923-JLK-CBS, 2006 WL 2729260 at *2 (D. Colo. July 27, 2006).

aside in a fund for beneficiaries—the largest monetary settlement at that time for a public accommodations disability discrimination case.

The *Lucas* settlement also provided that the plaintiff's firm would receive a fee award of \$3.25 million—one million less than is requested by Plaintiff's counsel here. The Colorado Court considered similar factors as this Court, and was particularly swayed to approve the fee in its entirety because of the grand nature of the case, and the fact that the two-attorney firm handled the entire litigation. Because there were only two attorneys, it precluded them from accepting other significant work—their own incomes were essentially put on hold while focusing much of their attention on the *Lucas* case.

In comparison, Plaintiff's counsel spoke about a massive document review, but from the comments made at the final approval hearing, the litigation and work did not come close to the intensity of the *Lucas* case. Plaintiff's attorneys belong to large, well-respected firms—much larger than the two-attorney partnership in *Lucas*. The fee request compared to the results obtained also differs from the result in *Lucas*. The *Lucas* counsel obtained a record-setting award. Plaintiff's counsel here achieved some cursory corporate governance reforms that do not achieve any significant financial relief, *e.g.* such as a claw-back provision aimed at Sprint's former CEO, who oversaw the merger. This fact particularly disappoints Mr. Hartlieb and is troubling for the Court.

Mr. Hartlieb further argues that the document review could have been done by legal aids and should not have precluded the attorneys from working on other cases. But Mr. Hartlieb's focus here is too narrow. This factor concerns not only the attorneys involved, but the support staff as well. Furthermore, Plaintiff's counsel is entitled to seek an award for the time and work performed by their support staff. But still, that fee must be reasonable. Mr. Hartlieb further objects that there was no additional discovery. The document review was limited scope discovery to determine what

corporate governance principles were in place during the Sprint Nextel merger. As far as the Court can tell, Plaintiff's counsel achieved its intended goal through the document review. It appears to have jettisoned the damages allegations without discovery. As stated, they focused on documents instrumental to achieving the Settlement because they focused on governance instead of the damage claims they made.

This case included allegations and inferences of significant incompetence and self-dealing by the former Officers and Directors involved in the Sprint Nextel acquisition and merger. It involved accusations of breaching fiduciary duties that resulted in large compensation packages for the violators while Sprint stockholders lost tumbling value and, as a side note unrelated to the claims in this case, many Sprint employees lost employment. The case included allegations and inferences of a major breach of fiduciary duties when the Board discharged offending Officers "without cause" thereby triggering significant severance packages (huge by any common person standards) and an indemnity provision for those executives. Yet, all those allegations were quickly abandoned—if they were ever seriously made in the first place—as the focus was placed upon governance principles for an entirely new entity. That does not justify a \$4.25 million fee award.

The purpose for recognizing a derivative suit is to allow an adequate representative to prosecute claims on behalf of a damaged or threatened corporation when that corporation—by its Officers and Directors—is unwilling to act on its own. The allegedly injured corporation in this case (and indirectly, the injured shareholder group) is now being asked by the terms of Settlement put before the Court by its allegedly adequate representative to foot the bill, pay out even more money adding damage upon damage, to adopt governance principles which by all rights should be in place already for the new entity and which in no way compensate the company already harmed by the conduct alleged by that representative. That cannot be in keeping with the purpose for a

derivative lawsuit or consistent with the notions of adequate representation.

(3) The fee customarily charged in the locality for similar legal services:

In Kansas, a fee is reasonable if it is in line with those prevailing in the community for similar services by lawyers of reasonably comparable skill, expertise, and reputation.¹⁶ Kansas law allows courts to approve fee requests that exceed local rates if the fees were incurred in a matter involving specialized skills or a niche area of law, *e.g.*, complex litigation.¹⁷

Here, Plaintiff's counsel seeks an award of \$4.25 million in compensation for achieving the governance reforms that comprise the Settlement. Of the nearly 18,000 hours incurred, 17,092.1 hours were incurred by Plaintiff's attorneys. The remaining amount was incurred by their support staff who contributed to the litigation efforts and undertook various tasks that otherwise would have been performed by the attorneys on the matter. The requested fee award computes to an effective hourly rate of \$233 per hour, which is on par with the cost of similar services in Kansas as a whole (\$236 per hour according a 2012 KBA survey). Through other litigation and experience overseeing cases generally, the Court is familiar with the hourly rates customarily charged by business litigation attorneys in this locale. The Court is also familiar with the rates paid for "document review" companies and for attorneys doing that limited type of work in this area. The mean rate in Kansas City is \$228 per hour for business litigation. The regular hourly rates charged by Plaintiff's out-of-state counsel is higher than charged in this area. The Court recognizes that services were performed in California and Pennsylvania—states that on average have significantly higher hourly rates than Kansas City law firms for similar work. Document review rates, on the other hand, are significantly lower than those that business litigation counsel charge. Document reviews, notably high volume reviews, might be outsourced or performed in-house. Firms often

¹⁶ *Consolver v. Hotze*, 51 Kan. App. 2d 286, 291, 346 P.3d 1094 (2015).

¹⁷ *Reazin v. Blue Cross Blue Shield of Kansas, Inc.*, 663 F. Supp. 1360, 1454 (D. Kan. 1987).

rely upon temporary staffing agencies to hire document review attorneys who earn from \$25-50 per hour.

(4) The amount involved and the results obtained:

The most important factor in assessing the reasonableness of a fee is the ultimate result obtained.¹⁸ This is particularly true for contingency fee cases. Sprint and Plaintiff agree that the corporate governance reforms resulting from the Settlement should confer a material benefit to Sprint going forward. The Court is not second-guessing that agreement. Indeed, all of the literature on corporate governance principles which the Court has independently reviewed supports that notion. Corporate governance principles are a good thing. Plaintiff's counsel proposes that, pursuant to the Settlement, Sprint's Finance Committee's deeper involvement will strengthen the company's M&A process and prevent post-merger issues. The Settlement proposes reforms that should enhance the responsibility of Sprint's Directors and Officers, and thereby improve general governance practices to further strengthen Sprint in the future. That is not wholly untrue.

Plaintiff's prayer for relief included a financial component that is noticeably lacking. The Settlement lacks any clawback provision to disgorge the profits made by the Board of Directors or any individual Defendants that allegedly caused Sprint to circle the drain until it was purchased by Softbank in 2013. While corporate governance reforms may confer some benefit, they depend nearly entirely on the will of the Board of Directors to implement these changes, and maintain the reforms for three years through the end of the sunset provision. Significant damage and disgorgement awards, on the other hand, although difficult to obtain, tend to send real, tangible messages for prompting corporate reform. Those objectives were abandoned long before the work was done in this case.

¹⁸ *Gigot v. Cities Service Oil Co.*, 241 Kan. 304, 315, 737 P.2d 18 (1987).

The Court expressed strong concern regarding the enforceability of the Settlement. There is no clear mechanism for shareholders to enforce the corporate governance reforms. The reforms concern education for the Directors and detailed changes to conduct within the closed doors of the boardroom. Surely, shareholders can assure themselves that certain reforms are being implemented. For example, a shareholder could easily ascertain the identities of the members of the Board of Directors and which Committees that they are on, and whether there are inside Directors on the Compensation Committee when there should not be. However, other reforms concern conduct behind the closed doors of the boardroom which could seriously seal the direction of the company before they are ever known by anyone outside. Obviously, the normal reasonable investor will not know anything of the confidential goings-on information being shared among the M&A groups and the Finance Committee in preparation for the merger or before the potential damage is done. When asked how a shareholder may ensure that Sprint is following the terms of the Settlement, counsel suggested that the shareholder could stay up to date with Sprint's plethora of public filings.

Plaintiff's counsel argues that the Settlement is public knowledge and has been made available to all shareholders. But the enforcement of the Settlement by shareholders would likely require another derivative suit should Sprint fail to implement the reforms or violate any of them. Alternatively, Plaintiff might be able to re-initiate this suit and pursue breach of contract remedies. This would, of course, require the current Plaintiff to remain apprised of Sprint's internal conduct—something that counsel suggested would be very difficult to do regarding Sprint's internal reforms. Also, the Plaintiff would have to be motivated enough to re-initiate the lawsuit. It seems, though, that the \$4.25 million dollar fee that is requested positions Plaintiff's counsel as a quasi-party in interest. To Plaintiff's counsel, Sprint's poor financial condition might reasonably

have been the blood in the water luring them into filing a derivative suit against Sprint to force a Settlement that would make nominal changes in exchange for a significant fee. Whether Plaintiff's counsel would be motivated enough to re-open the case for admittedly difficult enforcement after receiving a substantial fee award is dubious and remains a legitimate concern before the Court evaluating the result obtained.

Fee awards should be a fair amount that reflects the complexity of the litigation. The Court should take into consideration the difficulty and extent of motion practice or mediations when determining whether a fee is fair. The court must also be mindful that fee awards should not result in a windfall for minimal work. The results obtained by Plaintiff's counsel as a result of the Settlement are moderately commendable and hopefully will help Sprint succeed in the future. Yet, the reforms fall far short of any strong compensatory or punitive messages or measures against the Board of Directors or those individual Defendants who were alleged to have grossly mishandled a merger that nearly led to Sprint's demise according to the original pleadings. The reforms achieved will require Sprint, at least until sunset, to act as any other major corporation should, by doing the bare minimum of what is expected and nearly nothing more.

Plaintiff's counsel argues that disgorgement is not necessary to obtain the requested award, citing to *In re FAB Universal Corp. S'holder Derivative Litigation*,¹⁹ where the District Court held that a corporation may receive a substantial benefit from a derivative suit, even if the relief is non-pecuniary.²⁰ Like the present case, the settlement in *FAB Universal* consisted of corporate governance reforms, and the reforms in the settlement aimed to strengthen oversight and Board competence. The Court approved a \$236,167.67 fee for 266.2 hours billed, with a lodestar multiplier of 1.35. The Court found that the fee was reasonable because the relevant facts were not

¹⁹ 148 F. Supp.3d 277 (S.D.N.Y 2015),

²⁰ *Id.* at 281.

simple and straightforward, and that recovery was far from certain—taking the matter on a contingency fee basis was a significant risk. In this case, at least if one looks solely on the face of the original pleading, Plaintiff’s counsel took the risk.

Here, as Plaintiff’s counsel points out, the requested fee award results in a negative lodestar of 0.71.²¹ But Plaintiff’s counsel completed nearly 18,000 hours of work on this matter from the date of filing to the date of decision, despite the case being stayed a significant amount of time and without any motion practice on the merits of their claims. Over 6,900 of those hours were billed by a single attorney for document review services. As discussed in detail below, this Court found some of Plaintiff’s counsel’s billing records to be suspect, casting doubt on the strenuousness of its prosecution of the case. It causes the Court to question whether Plaintiff’s counsel requests a negative lodestar to counteract inflated billing records.

Mr. Hartlieb raises his objections, arguing that the benefit achieved by Plaintiff’s counsel is so nominal that they are not entitled to *any* award. This is not the case. While the Court is skeptical of the actual benefit conferred to Sprint that would warrant a \$4.25 million fee award, Plaintiff’s counsel should be fairly compensated for what reforms they were able to achieve, even if they fell short of their original shot across the bow. Plaintiff’s counsel spent some amount of time and energy on this matter, despite it being stayed while the securities litigation was ongoing. The Court is mindful that the stay was approved because it was intended to limit the expense of litigation. Plaintiff’s counsel had to coordinate and perform a document review and prepare for three mediations, had to pay out-of-pocket to hire Prof. Tompkins as an expert. This alone is worth something, even if it is substantially less than the \$4.25 million requested.

(5) The time limitations imposed by the client or by the circumstances:

²¹ Doc. 34 at 101:3–4.

This factor does not apply, and Mr. Hartlieb's objection is not substantive with respect to this factor.

(6) The nature and length of the professional relationship with the client:

There has been a significant relationship between Plaintiff and counsel for the duration of this case. Plaintiff and counsel entered into a professional relationship in 2010. Other attorneys on the case have represented other plaintiffs in similar derivative actions filed upon the same premises since 2010 as well. Robbins Arroyo represented Randolph since 2010, Schubert represented Price since 2011, and Yates has represented Murphy since 2012. Objector argues that there is no true attorney-client relationship between the Plaintiff and counsel. That is not true. While the structure of a derivative suit is non-traditional, there still is an attorney-client relationship between shareholder plaintiffs bringing a derivative lawsuit against a Board of Directors. There appears to have been no significant longstanding relationship between Plaintiff and counsel prior to this case.

(7) The experience, reputation, and ability of the lawyer(s) performing the services:

Plaintiff's counsel come from the leading firms in shareholder litigation, and have extensive experience in the highly complex field. The Court has no qualms about the capability or reputation of Plaintiff's counsel. That factor is considered in their presumed assessment of the case before ever getting involved or filing a suit in the first place.

(8) Whether the fee is fixed or contingent:

A law firm undertakes a significant risk when handling complex litigation on a contingency basis. Plaintiff's counsel, experienced in complex litigation, took this case with the risk. Generally, a contingency fee controls compensation paid *by the client* from the recovery. When approving attorney fee awards, Kansas courts take into consideration that cases on a contingency basis are generally deserving of a reasonably higher fee award when there is monetary recovery. Plaintiff's counsel has worked on this action since 2011. Derivative suits are notoriously

risky because there is an extremely small likelihood that such actions would succeed at trial.²² Over the last five years, Plaintiff's counsel has devoted a significant amount of time and expenses into this case without a guarantee of Settlement or success at trial. They focused on settlement efforts and governance, likely recognizing early on the problems they might have with limitations and indemnity. No motion ever came before this Court on those issues. Plaintiff's counsel deserves a fee award for taking on a high-risk matter, albeit not the amount requested. That is particularly so when there is no fund of money in recovery and when the fee is to be paid by *the derivative client corporation* that suffered the alleged harm in the first place.

Counsel's taking the contingency risk in the first place does not justify a wholesale shifting of the fee burden to the client, even a derivative client, when nothing monetary is recovered.

IV. Balancing the Benefit of the Settlement and the Requested Fee Award

The role of the Court in approving a settlement agreement is to merely ensure that the agreement is not the product of fraud or collusion, and that when taken as a whole, the Settlement is fair or at least not unfair, adequate and reasonable to all concerned.²³ For all reasons identified, the Court finds that the proposed reforms in the proposed Settlement probably will confer some substantial benefit to Sprint when compared with their purposes and the alleged cause of this contingent fee litigation in the first instance. The disgorgement of profits from former Board members is not necessary for the Court to find that the Settlement may ultimately benefit Sprint. Implementing the reforms for the prescribed three-year sunset period will hopefully prevent some future harm to Sprint. However, it is very slight benefit related to the harm alleged when the case was filed. Contingent fees import the risk that the hoped-for results may not be obtained.

There is precedent for drastically reducing a requested fee award when a matter is taken on

²² See *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995).

²³ *Coulter v. Anadarko Petroleum Corp.*, 296 Kan. 336, 369, 292 P.3d 289 (2013).

a contingency fee basis. Kansas courts routinely review case law from Delaware on corporate matters. Kansas corporation laws are substantially similar to those of Delaware, and thus are highly persuasive.²⁴

In *Seinfeld v. Coker*,²⁵ shareholders brought a derivative action, alleging that payments to former Directors constituted waste. The parties agreed to settle, but certain shareholders objected to the settlement, particularly to the requested attorneys' fee award. The Delaware Court examined the fee request under the factors presented in *Sugarland Industries, Inc. v. Thomas*.²⁶ In *Sugarland*, the Delaware Supreme Court identified factors for lower courts to consider when awarding fees or expenses for the creation of a common fund or benefit, such as the proposed Settlement here. The *Sugarland* factors are substantially similar to the KRPC 1.5 factors reviewed above.

The Delaware Court noted that it was not obligated to award plaintiff's counsel what would amount to an unreasonably high fee based on percentage alone because doing so might incentivize counsel's early, rather cheap settlements in complex matters such as a derivative suit.²⁷ The primary concern of the Court was whether the fee requested was equitable when compared to the settlement obtained. The contingency fee in *Seinfeld* was twenty percent of the \$2.5 million common fund, or \$500,000. The Court determined that the fee should be reduced to \$250,000. The course of litigation conducted in *Seinfeld* was not particularly onerous ("no heroic efforts . . . were made") and the attorneys were sophisticated corporate law practitioners who could easily determine the risk of taking on such a case.²⁸ In this case, we do not even have a common fund established by the Settlement.

²⁴ *Gray v. Manhattan Medical Center, Inc.*, 28 Kan. App. 2d 572, 576, P.3d 291 (2001).

²⁵ *Seinfeld v. Coker*, 847 A.2d 330 (Del. Ch. 2000).

²⁶ 420 A.2d 142 (Del. 1980).

²⁷ *Seinfeld*, 847 A.2d at 335.

²⁸ *Id.* at 338.

Here, the litigation was not particularly onerous, either. While the parties did meet in New York several times for mediation, coordinated a document review, and retained experts, the matter was stayed for a significant period of time for the purpose of keeping expenses down, and there has been no true motion practice. Counsel in this case are highly experienced and should be able to recognize a difficult case, know when to “fold their cards” and have the skill to disengage and minimize their time when the underlying action could not survive on the merits—if that is the case. Here, they cite to little or no discovery or research whatsoever on the merits of the breach of fiduciary duties claims or recovery of the damages claimed. Yet, they want a fee as though they had obtained some damage recovery. Like the *Seinfeld* Court, this Court is concerned that the requested \$4.25 million fee must not incentivize settlements at the expense of abandoning notions of zealous advocacy for the underlying claim. When looking at the relief requested versus the relief obtained, Sprint promises to implement nominal reforms for a brief period that will likely benefit the corporation, but lack true enforcement mechanisms or a pecuniary measure or even a potential common fund that would incentivize Sprint to abide by the Settlement. Even though pecuniary relief is not required for approval or to justify a fee, it certainly would have added significant value to the Settlement and would have warranted a higher fee award.

Similarly, in *In re Abercrombie & Fitch Co. S’holder Derivative Litig.*,²⁹ the defendants agreed to pay \$1.2 million in attorneys’ fees and expenses to plaintiff’s counsel. The Delaware Chancery Court reduced the fee award to \$217,799.75, finding that the fee resulted in an exorbitant hourly billing rate of \$1,061 per hour of attorney time. The Delaware Supreme Court held that the lower court did not abuse its discretion in reducing the fee.³⁰ The Court further relied on *In re*

²⁹ *In re Abercrombie & Fitch Co. S’holder Derivative Litig.*, 886 A.2d 1271 (Del. 2005).

³⁰ *Id.* at 1275.

Prodigy Comm. Corp. S'holders Litig.,³¹ which stated that while a Court should give great weight to a private agreement for attorneys' fees, "the weight given derives from and depends on the Court's sense of confidence that the negotiations over the fee agreement were conducted in good faith and had no effect on other terms of the settlement."³²

In some ways, this matter is the inverse of *Abercrombie*. The effective hourly rate for work performed on this matter is a reasonable \$233 per hour. This is marginally higher than the \$233 per hour average billing rate for business litigation in Kansas City but significantly higher than document review services normally in this area. However, the Court is not only concerned with the billing rate, but rather, the sheer number of hours worked for relatively light concessions obtained in the Settlement. The Court is especially concerned with the amount of hours billed by Alexander Silow, who allegedly performed substantially all of the document review.

The Court requested that Plaintiff's counsel submit billing records for *in camera* review after making whatever appropriate redactions they wished to make in order to protect attorney-client privilege, if they deemed it necessary. Plaintiff's counsel submitted those records to the Court. After comprehensive review, the Court finds that the hours billed to this matter are grossly excessive in comparison to the results obtained.

Plaintiff filed this case on February 25, 2011. The parties jointly agreed to stay the case, as memorialized in a joint stipulation filed in June 2, 2011.³³ The parties' purpose for staying the case was two-fold. First, staying the case would allow pending securities cases to be resolved, which would in turn be "informative" to both parties on how to proceed. Second, the stay was meant to conserve the resources of the parties and to keep attorney expenses down.

³¹ *In re Prodigy Comm. Corp. S'holders Litig.*, No. Civ.A 19113, 2002 WL 1767543 (Del. Ch. July 26, 2002).

³² *Id.* at *6 (citing *In re Axa Financial Inc. S'holders Litig.*, No. Civ.A 18268, 2002 WL 1022518 at *18 (Del. Ch. May 16, 2002).

³³ Doc. 2.

In its review, the Court found some disturbing billing patterns. During the settlement conference hearing, Plaintiff's counsel made several references to the document review it undertook. Counsel's statements reflected that the document review consisted of nearly two million pages, and was an onerous task. The document review was performed on a single document review platform to prevent reviewing and coding duplicate documents. While this is admirable, Plaintiff's counsel's billing history relating to the document review tells a very different story.

According to the billing records submitted by the Weiser Law Firm, the document review was handled by attorney Alexander J. Silow, who is of counsel to the firm. The Weiser Law Firm's declaration reflects that Mr. Silow's regular billing rate is \$300 per hour, and both the Declaration and the billing records reflect that Mr. Silow worked an astonishing 6,905.25 hours on this matter, solely performing document review. The billing history spans 550 billing entries from November 3, 2011 through November 26, 2014.

The billing records are deserving of strong criticism. Mr. Silow's billing records reflect that on most days, he performed billable work between 10 to 15 hours per day. In fact, only 46 out of the 550 billing records—8.36% in total—show Mr. Silow working under ten hours a day. The Court is very skeptical about the credibility of Mr. Silow's billing records. Working 14 hours a day, as Mr. Silow's records reflect he did for 315 of the days in question, would mean that he would be performing document review from 6:00 AM until 8:00 PM every day, without any breaks to eat meals or attend to other personal matters. This is unbelievable!

Mr. Silow billed on average 12.6 hours per day over the entire billing history. Even more shocking is the pattern of days that Mr. Silow claims he has worked. From November 3, 2011 through February 4, 2012, Mr. Silow worked in five to 14 day stints, with one day gaps in between, all while billing over 10 hours per day. There is a month-long gap in Mr. Silow's billing history

Clerk of the District Court, Johnson County Kansas
11/22/16 01:17pm MM

from February 5, 2012 through March 5, 2012 where he presumably did not work on this matter. Mr. Silow then began working in five to 12 day stints from March 5, 2012 through April 7, 2012 at the same rigorous pace, taking one day off between each stint.

Mr. Silow then worked the next 75 days, from April 9, 2012 through June 23, 2012 without taking any days off. This is not the only time Mr. Silow recorded his work in long stints like this. He worked 55 days without a break in billing activity from September 30, 2012 through November 23, 2012. After only one day off, he worked 97 more days without a break in his billing activity from November 25, 2012 through March 2, 2013. Then, after a period of no billing activity from March 3, 2013 through July 31, 2014, Mr. Silow recorded a final 118 day stint of continual billing activity from August 1, 2014 through November 26, 2014.

The Court does not find that Mr. Silow's billing records are remotely accurate or credible. The Court understands the rigorous nature of document review, and that an attorney may *occasionally* log 14 hours for a short stint of days to meet a discovery deadline. Yet Mr. Silow logged 315 days over the course of the document review where he worked 14 hours. Even the most junior of associates, let alone an attorney that bills \$300 per hour, would not be expected to record 14-hour days, every single day for two to four months at a clip.

Mr. Silow's billing history casts a cloud of doubt that looms over the veracity of the other billing records. The number of hours Mr. Silow claims he worked, 6,905.25 hours, which when multiplied by the effective billing rate of \$233 per hour results in \$1,539,870.75 in fees, or 36.23% of the requested fee award. That is over three normal full-time 8-hour day work years exclusively on a stayed case! Taking this into consideration, it seems that the vast amount of work performed on this case was illusory, perhaps done for the purpose of inflating billable hours to push the effective billing rate down in order to support a multi-million dollar fee award.

The recent decision *In re Walgreens S'holder Litig.*³⁴ concerned the adequacy of a settlement between Walgreens and its shareholders when objectors to a merger requested supplemental information that could affect the shareholder's approval of the merger. Judge Richard Posner, writing for the majority, identified the suit as a "strike suit," or as a case where a large public company announces a settlement that would require shareholder approval, and a later class action suit is filed for the sole purpose of obtaining plaintiff's attorneys' fees. These "strike suits" often result in minimal disclosures that are worthless to shareholders, yet request an exorbitant fee award as provided by the settlement agreement. The supplemental disclosure at issue in *Walgreens* added a mere 800 words to the disclosure—less than a one percent increase in length over the various disclosures. Meanwhile, class counsel requested \$370,000 in fees without opposition from Walgreens.³⁵

Judge Posner determined that the supplemental disclosures were worthless to Walgreens shareholders. The new information merely rehashed information already included elsewhere in the disclosures, or otherwise did not add any substantive information to assist shareholders in making an informed decision on approval. The District Court noted while approving the settlement that the supplemental disclosure "may have mattered to a reasonable investor."³⁶ But Judge Posner boldly stated that "may have" is not good enough, and that "the question the [District Court] judge had to answer was not whether the disclosures 'may have mattered,' but whether they *would be likely* to matter to a reasonable investor."³⁷

This Court examined the reforms through Judge Posner's suggested lens and considered whether the reforms will likely benefit the parties truly in interest. The reforms add protections

³⁴ *In re Walgreens S'holder Litig.*, 832 F.3d 718 (7th Cir. 2016).

³⁵ *Id.* at 721.

³⁶ *Id.* at 724.

³⁷ *Id.* (emphasis supplied).

that, if missing, could cause Sprint to fail. Certain reforms do their best to protect the corporation from harming itself as it did following the Nextel merger, which in turn should benefit the shareholders. However, this Court is strongly convinced as a matter of fact that approving the \$4.25 million fee and expense award of the Settlement, with respect to the actual relief obtained, is not in the best interests of the corporation or, indirectly, its shareholders.

Judge Posner rejected the proposed \$370,000 fee award in its entirety, noting that it was excessive and completely unwarranted given the worthlessness of the supplemental disclosures. The value of the disclosures to shareholders “appear[ed] to have been nil,” and even thought the proposed fee is mere pennies to Walgreens.³⁸ Furthermore, Judge Posner noted that this sort of class action that yields fees for class counsel, yet nothing for the class is nothing more than “a racket . . . [that] must end.” In the present case, the value of the reforms is vastly overshadowed by the excessive \$4.25 million fee award requested by Plaintiff’s counsel, particularly when based upon dubious time records submitted to this Court.

It is the responsibility of the Court to determine whether an attorneys’ fee award is reasonable.³⁹ While the Court should give weight to an agreement regarding attorney fees, it does not require blind acceptance.⁴⁰ Plaintiff’s counsel spoke in superlatives about the results obtained through the three rounds of mediation, possibly as a nod to *Hensley v. Eckerhart*,⁴¹ where the Supreme Court held that when a plaintiff’s attorney involved in complex litigation has obtained “excellent results,” the attorney “should recover a fully compensatory fee . . . encompass[ing] all hours reasonably expended on the litigation”⁴²

³⁸ *Id.* at 723.

³⁹ *Freebird Inc. v. Cimarex Energy Co.*, 46 Kan. App. 2d 631, 637, 264 P.3d 500 (2011).

⁴⁰ *In re Abercrombie & Fitch Co. S’holders Derivative Litig.*, 886 A.2d at 1275.

⁴¹ *Hensley v. Eckerhart*, 461 U.S. 424, 103 S. Ct. 1933 (1983).

⁴² *Id.* at 435.

The results obtained by Plaintiff's counsel are far from excellent. Plaintiff's counsel wants a fee for illusory work in obtaining near-illusory relief. The Settlement achieved by Plaintiff's counsel after three rounds of "hard fought" mediation results in negligible changes to Sprint, and marginal benefit, if any, to its shareholders, that had suffered dearly because of the former Board's and Officers' indiscretions. The Settlement sets forth four reforms that Plaintiff's counsel argues will greatly benefit Sprint. The Court disagrees with Plaintiff's counsel's assessment. The Court thinks that the Settlement could, should and might have some benefit to Sprint if honestly implemented and rigorously followed, but that it is mostly illusory, with the most beneficial aspect being only those reforms to the Board of Directors and Committee compositions. Taking another \$4.25 million from Sprint is not beneficial at all.

Part of the Settlement lacks teeth. The reform regarding education for the Finance Committee will last only as long as certain members remain on the Committee. The commitment for implementing the education program lasts only three years to the end of the sunset period.

Part of the Settlement is redundant. Annual goodwill impairment testing and a share repurchasing programs are policies that Sprint should already have in place. Although there was no evidence presented relating to the existence or non-existence of these programs in Sprint's current form, the Court assumes that Sprint more likely than not has these responsible policies in some form already in place. The goal of these reforms is seemingly to show that Sprint is willing to model par behavior of any large telecommunication corporation.

Part of the Settlement is illogical. Under the terms of the proposed Settlement, Sprint promises to vet its Board of Directors to ensure that they have the proper qualifications to perform their duties. This "reform" is analogous to adding 800 useless words to a disclosure as seen in *Walgreens*. Sprint is likely already vetting its Board of Directors to ensure they are qualified, just

as Sprint's retail division likely vets applicants for a mobile phone sales position.

Sprint's promise to bring in outside Directors to make up the majority of the Board and Finance Committee, and to comprise the Compensation Committee of solely outside Directors is the only truly beneficial reform within the Settlement agreement. Had the Settlement lacked this provision, the Court would be inclined to reject such an illusory Settlement entirely. But this reform, unlike nearly all of the others, has the potential to bring about positive change to Sprint moving forward. Thus, the Settlement is approved with respect to the reforms.

The Court rejects the requested \$4.25 million fee award. The results obtained in the Settlement are not commensurate with the fee requested. An unjustifiably high fee award with respect to the minimal relief obtained abuses the trust of the shareholders. Furthermore, the billing records reviewed by the Court paint a troublesome portrait of exploiting Sprint's missteps for a substantial reward for counsel, and minimal relief to Sprint and its shareholders that suffered. The billing records submitted furthermore lack credibility. The focus appears to have been upon an easy, cheap settlement in the first instance. No motion practice or serious discovery efforts were ever undertaken to address the egregious acts originally alleged against the individual Defendants who were responsible for the losses to Sprint. The Court approves a Settlement that allows Plaintiff's counsel a reasonable fee and their expenses limited to the total amount of \$450,000.00.

This is the order of the Court. No further Journal Entry is required.

IT IS SO ORDERED.

Dated this 22nd day of November, 2016.

/s/ James F. Vano

JAMES F. VANO

District Judge, Division 2

Clerk of the District Court, Johnson County Kansas
11/22/16 01:17pm MM

NOTICE OF SERVICE

Copies of the above and foregoing have been sent by the Court to counsel and/or self-represented litigants at the address(es) provided by them as of record in the JIMS this date of filing.

*Clerk of the District Court, Johnson County Kansas
11/22/16 01:17pm MM*

Case 2:19-cv-02728-KSM Document 171-5 Filed 08/23/22 Page 1 of 303

EXHIBIT “B”

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
NO: 2:19-CV-02728-MSG

THE WEISER LAW) DEPOSITION UPON
FIRM, P.C.,)
and ROBERT B.) ORAL EXAMINATION
WEISER, ESQUIRE,)
) OF
Plaintiffs,)
)
- vs -) PATRICIA WEISER
)
MICHAEL HARTLEIB,)
)
Defendant.)
- - - - -

VIDEOTAPED DEPOSITION VIA ZOOM,
taken by and before CHRISTOPHER M. PILOT,
Professional Reporter and Notary Public, by
THE HOSTING OFFICES OF ERSА COURT REPORTERS,
30 South 17th Street, Suite 1520,
Philadelphia, Pennsylvania on Thursday,
July 21, 2022, commencing at 10:03 a.m.

- - -

ERSА COURT REPORTERS
30 South 17th Street
United Plaza - Suite 1520
Philadelphia, PA 19103
(215) 564-1233

PATRICIA WEISER

1 A P P E A R A N C E S:

2

3

SILVERANG, ROSENZWEIG & HALTZMAN, LLC

BY: PHILIP S. ROSENZWEIG, ESQUIRE

4

KEVIN MCGOWAN, ESQUIRE

900 East 8th Avenue

5

Suite 300

King of Prussia, Pennsylvania 19406

6

Attorney for the Plaintiffs

7

8

GOLDBERG, MILLER & RUBIN, P.C.

BY: TYSON MOTT, ESQUIRE

9

121 South Broad Street

North American Building, Suite 1500

10

Philadelphia, Pennsylvania 19107

Attorney for the Defendant

11

12

13

14

15

16

17

18

19

20 VIDEO SPECIALIST:

ALSO PRESENT:

21 Luke Simpson

Michael Hartleib

22

23

24

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

3

1 I N D E X

2

3 WITNESS

PAGE

4

5 PATRICIA WEISER

6

7 By: Mr. Mott

5

8

9

10

11 - - -

12

13

14 E X H I B I T S

15

PAGE

PAGE

16

NUMBER

DESCRIPTION

MARKED

ATTACHED

17

18

19

20

(No Exhibits Were Marked)

21

22

23

24

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

4

1 VIDEO SPECIALIST: This
2 deposition is being taken on Thursday, July
3 21st, 2022, scheduled for 10:00 a.m., via
4 Zoom conferencing.

5 This deposition is for the
6 United States District Court for the
7 Eastern District of Pennsylvania, Numbers
8 02728, in the case of The Weiser Law
9 Firm, P.C., et al., versus Michael
10 Hartleib.

11 Present for the taking of this
12 video deposition is the deponent
13 Patricia Weiser.

14 Counsel will now introduce
15 themselves.

16 MR. ROSENZWEIG: Good morning.

17 It's Phil Rosenzweig and my
18 colleague Kevin McGowan from Silverang,
19 Rosenzweig & Haltzman on behalf of the
20 plaintiffs, The Weiser Law Firm and Robert
21 Weiser.

22 MR. MOTT: Good morning.

23 Tyson Mott, from the law firm
24 Goldberg, Miller & Rubin on behalf of the

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

794

PATRICIA WEISER

5

1 defendant, Michael Hartleib.

2 VIDEO SPECIALIST: Thank you,
3 Counsel.

4 The court reporter is Chris Pilot
5 of ERSA. The court reporter will now swear
6 in the witness.

7 PATRICIA WEISER, having been duly
8 sworn, was examined and testified as
9 follows:

10 VIDEO SPECIALIST: The time is
11 now 10:05, we will now begin questioning.

12

13 BY MR. MOTT:

14 Q. Good morning, Ms. Weiser.

15 A. Good morning.

16 Q. How are you?

17 A. Okay.

18 Q. Okay.

19 You are a practicing attorney, correct?

20 A. I no longer practice law. My license is
21 active, but I'm not a practicing attorney.

22 Q. Okay.

23 And, approximately, when did you stop
24 practicing?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

795

PATRICIA WEISER

6

1 A. 2012, I would say approximately is when I
2 stopped actively litigating cases. I've been
3 involved in the business since then, but I stopped
4 actively litigating cases around 2012.

5 Q. After 2012 would you have entered your
6 experience in -- in any matters?

7 A. Not that I can recall, no.

8 Q. And when were you first admitted to any bar
9 for the practice of law?

10 A. If memory serves -- 1996, if memory serves.
11 The '90s don't seem so far away, but all of
12 a sudden I realize they are.

13 Sorry.

14 Q. And where did you go to law school?

15 A. I went to Widener University School of Law
16 in Delaware.

17 Q. And what year did you graduate?

18 A. I want to say 1996. I feel like I
19 graduated, passed the bar and then started working
20 the same year. Again, that's my recollection.

21 Q. And where did you go to undergrad?

22 A. Undergrad was St. Joseph's University.

23 Q. And what did you study in undergrad?

24 A. I studied a lot of things in undergrad.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

7

1 Q. What was your degree in undergrad?

2 A. I graduated with a B.A. in English. Yeah.

3 Q. And did you attend law school right after
4 undergrad?

5 A. No, I did not. No, I don't think I did.

6 Q. Okay.

7 A. No, I didn't. I didn't.

8 Q. Well, you are currently employed with
9 The Weiser Law Firm, correct?

10 A. Correct.

11 Q. And how long have you been employed by
12 The Weiser Law Firm?

13 A. Since its founding in 2004 or '5, whenever
14 we founded the firm. I think it was 2004 or 2005,
15 December of 2004. There's documents that would say,
16 but I -- I just don't remember.

17 Q. Okay.

18 A. Since its beginning I have been employed by
19 them.

20 Q. If I ask you a question for a date, you can
21 feel free to qualify it with saying approximately or
22 I believe, and I won't hold you to the exact number
23 or the exact date.

24 If -- well, strike that.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

797

PATRICIA WEISER

8

1 When you say we founded, who were the
2 original founders of the firm?

3 A. My husband and I, Robert Weiser.

4 Q. Are you still -- well, strike that.

5 Are you an owner of the firm?

6 A. I am.

7 Q. And is it a equal ownership between you and
8 Mr. Weiser?

9 A. Currently, I own 49 percent, and he owns
10 51 percent of the capital stock of the corporation.

11 Q. And has anyone other than the two of you
12 ever owned stock in the corporation?

13 A. No.

14 Q. Do you have a formal title for the
15 corporation?

16 MR. ROSENZWEIG: Objection as to
17 form.

18 THE WITNESS: Yeah.

19 I'm not sure I understand your
20 question.

21 BY MR. MOTT:

22 Q. I can rephrase. I'm sorry.

23 Are you an officer of the corporation?

24 A. Yes, I am.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

798

PATRICIA WEISER

9

1 Q. And what role do you hold as an officer
2 with the corporation?

3 A. Currently, I -- I am the vice president
4 and, I believe secretary. Yeah, there are documents
5 that say it somewhere, roles changed some, but,
6 yeah, I'm the VP.

7 Q. Would that make Mr. Weiser the president?

8 A. He is.

9 Q. Does he have any other office or roles with
10 the corporation?

11 A. I'm not sure who holds the roles of
12 secretary and treasurer to be quite honest. One or
13 the other of us do, I believe. I haven't looked at
14 that in a while.

15 Q. And as for the firm, do you have a formal
16 job title with the firm currently?

17 A. I mean, I -- no, we're not big on
18 formalities at the law firm.

19 Q. Okay.

20 A. I'm an owner, like VP, I'm Pat, if you need
21 something I'll get it done.

22 Q. Do you have any role in the managing of the
23 day-to-day operations of the firm?

24 A. What do you mean by day-to-day-operations?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

799

PATRICIA WEISER

10

1 Q. Administrative, supplies, that kind of
2 day-to-day economic things.

3 A. Sure.

4 My -- my duties are administrative in
5 nature. I do not have any duties related to the
6 cases, management thereof or the employees, other
7 than HR, back office, administrative things.

8 Q. What are your current duties in regards to
9 HR and -- or personnel, however you would want to
10 refer to it?

11 A. Sure.

12 I would say I am responsible for the
13 following, among other things, payroll, maintaining
14 HR records, all of the IT at the firm that the
15 employees use, like all of the -- like any vendors
16 for the firm or contracts that the firm has with any
17 third-party vendors, I am responsible for managing
18 those, making sure payroll gets out, making sure --
19 that's why I deal with the banking, the accountant,
20 the bookkeeper, the lawyers, the insurance brokers,
21 all of the business at the firm.

22 Anything that doesn't have to do with
23 actual cases and litigation and the employees
24 thereon is generally what I take care of so that

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

800

PATRICIA WEISER

11

1 they can focus on litigation, and I take care of the
2 rest.

3 Q. Currently, does the law firm have a written
4 handbook for its employees?

5 A. There is.

6 Q. Back in 2014 would the law firm have had a
7 written handbook?

8 A. Yes -- ah, I'm going to -- yeah, I'm pretty
9 sure we would.

10 We had, yes, Counsel or an HR independent
11 third-party contractor, HR firm which was then
12 reviewed by Counsel. There's been an employee
13 handbook in existence, I mean, as long as I can
14 remember.

15 Not from the very beginning when it was
16 just Rob and I, but when we started having
17 employees, I'm certain that that was something that
18 we took care of. I just don't remember when we
19 first did that.

20 Q. During the timeframe when the law firm was
21 engaging Jeffrey Silo, would there have been
22 handbooks -- a handbook in effect?

23 MR. ROSENZWEIG: Note my
24 objection as to form.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

801

PATRICIA WEISER

12

1 THE WITNESS: Yeah, I'm not sure
2 when -- I just don't remember the span of
3 when he did work for the firm, to be
4 honest.

5 If you want to give me dates?

6 BY MR. MOTT:

7 Q. Yeah.

8 And what about in approximately 2008 into
9 early 2017?

10 A. I don't -- I just don't recall.

11 Q. Okay.

12 If there were a handbook, would a
13 contracted attorney be required to review that
14 handbook?

15 MR. ROSENZWEIG: Objection as to
16 form.

17 Are you asking her for an expert
18 opinion in employment law, in which case --

19 MR. MOTT: Okay.

20 MR. ROSENZWEIG: -- it's
21 objectionable --

22 MR. MOTT: I can --

23 MR. ROSENZWEIG: -- if you're
24 asking her about the practice of the firm.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

802

PATRICIA WEISER

13

1 MR. MOTT: I can rephrase.

2 MR. ROSENZWEIG: Okay.

3 Thank you.

4 BY MR. MOTT:

5 Q. Are contracted attorneys provided a copy of
6 the firm's handbook?

7 MR. ROSENZWEIG: Again, I'm going
8 to object to form.

9 THE WITNESS: Their -- all
10 independent contractors are provided with
11 the confidentiality provision that are --
12 that exist in the handbook. Employees are
13 handed -- are provided the employee
14 handbook.

15 There are separate documentation
16 for independent contractors, but the page
17 from the employee handbook concerning
18 confidentiality with respect to our
19 information, our cases, our work product,
20 that is provided -- we have -- you know,
21 that's provided to everyone that does any
22 work on any cases at the firm.

23 BY MR. MOTT:

24 Q. What type of documentation would be

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

803

PATRICIA WEISER

14

1 provided to a contracted attorney beyond the
2 confidentiality agreement, if anything?

3 MR. ROSENZWEIG: Objection as to
4 form.

5 THE WITNESS: At what point in
6 time are you asking about?

7 Sorry.

8 BY MR. MOTT:

9 Q. When the firm engages a contracted
10 attorney, what documentation or policy documents are
11 provided to them by the firm, if any?

12 A. So before Jeffrey Silo revealed that he was
13 not -- that he had been disbarred we utilized
14 third-party contractors, The Ableson Firm to take
15 care of all paperwork and background checks relating
16 to contractors, and they were 1099 contractors,
17 either we paid Ableson or the individual.

18 Since the information about Jeffrey Silo
19 came out, and I didn't feel we could rely upon
20 independent third-party contractors to do the
21 background checks that we thought they were retained
22 to do, we retained a separate third-party contractor
23 to do background checks of any and all persons who
24 would do work for the firm, including student

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

804

PATRICIA WEISER

15

1 interns, independent contractors, document
2 reviewers. We never, again, got any -- any workers
3 from Ableson or any -- none from Ableson, but
4 everyone that came to the firm after the Jeffrey
5 Silo incident, I will call it, went through a
6 vigorous background check that was conducted by a
7 company that I retained to do so.

8 And, again, that was directly in response
9 to Ableson was supposed to do it, and they didn't,
10 so I -- we're a small firm. I use trusted
11 third-party contractors who work (inaudible).

12 So, currently -- we haven't -- we haven't
13 retained anyone in -- in a while, so I -- I can't
14 remember the name of the firm used, to be honest.

15 Q. Are you familiar with an attorney by the
16 name of Debra Goodman?

17 A. I am.

18 Q. Is she an attorney that the law firm has
19 contracted with?

20 A. Yes.

21 She -- she is -- she is an independent
22 contractor, and historically she was a former
23 employee, and prior to that she was my boss when I
24 graduated from law school. I've known her a very

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

805

PATRICIA WEISER

16

1 long time.

2 Her roles -- her roles at -- with -- with
3 our business have changed.

4 Q. I got a little sidetracked.

5 A. Sure.

6 Q. But prior to founding The Weiser Law Firm
7 did you have any employment after graduating law
8 school?

9 A. I did.

10 Q. And where did you work before the founding
11 of The Weiser Law Firm?

12 A. My -- the founding of the The Weiser Law
13 Firm, and after I graduated law school, you said?

14 Q. Um-hmm.

15 A. Okay.

16 My first job out of law school was with
17 Margolis Edelstein in Philadelphia. I worked there
18 a year or two, then I went and worked for a firm by
19 the name of Penning, Bowman & Chanan (ph) worked
20 there for a couple of years, and then I went to
21 Schiffrin & Barroway to work there. Umm, 2000 -- I
22 worked there for about five years, and then we
23 started the firm.

24 We left -- we left Schiffrin & -- Rob and I

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

806

PATRICIA WEISER

17

1 left Schifffrin & -- Rob was also at Schifffrin &
2 Barroway. We both left there and started the firm
3 together.

4 Q. And are you currently married to
5 Mr. Weiser?

6 A. I am.

7 Q. And how long have you been married to
8 Mr. Weiser?

9 A. A long, long time.

10 Oh, this is terrible. Don't let him see
11 this video. Um, late '90s we got married.

12 '98? '98. '98. '96? '98? I think '98.

13 Darn it. He knows. He's very good about it.

14 We've been together since 1986, that I
15 remember. Forever. Forever.

16 Q. I won't mention at his deposition that you
17 couldn't recall the exact date you got married.

18 A. Don't -- he knows. He knows. I can never
19 remember. I know the date, I don't remember the
20 year. Like '98, I think. Yeah.

21 Elvis was there. It was lovely.

22 Q. I'll follow up on that off the record.

23 A. Uh-huh, sure. We have the colorful life.

24 Q. A little bit ago you mentioned personnel

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

807

PATRICIA WEISER

18

1 folders.

2 Was there ever a personnel folder for
3 Jeffrey Silo during the time period when your firm
4 engaged him as a contracted attorney?

5 A. No. No, he was never an employee of the
6 firm.

7 Q. Did the firm maintain any kind of file or
8 group of records pertaining to Jeffrey Silo for
9 the -- for his employment with the law firm?

10 MR. ROSENZWEIG: Objection; she
11 just testified he wasn't employed.

12 MR. MOTT: I'm sorry.

13 BY MR. MOTT:

14 Q. For the time period that The Weiser Law
15 Firm engaged Jeffrey Silo as a contract attorney?

16 A. And before --

17 Q. I'll just rephrase.

18 Was there any type of set of records or a
19 file pertaining to Jeffrey Silo's engagement with
20 The Weiser Law Firm as a contract attorney?

21 A. So we keep all of our records in
22 QuickBooks. That's managed by Cheryl Tryon. So
23 records of any payments made to him would be in
24 QuickBooks.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

808

PATRICIA WEISER

19

1 Like our bookkeeping records I think would
2 have -- they should have copies of -- I mean,
3 depending on the date, obviously, we purge them
4 when -- you know, after a period of time.

5 The -- I'm trying to think what the process
6 was. I don't know if he invoiced or he sent
7 e-mails. However his time was submitted to Cheryl
8 as approved by the attorney who he was working with,
9 that would generally be kept -- scanned and kept
10 with -- in our -- in our bookkeeping records.

11 So, like, our bills and our payment of
12 bills, there is record of that.

13 THE COURT REPORTER: Would you
14 repeat the last part? I lost you.

15 THE WITNESS: Oh, I'm sorry.

16 Sure. Sure.

17 I said there -- in our
18 bookkeeping records, there is record of
19 every check we wrote. Every check we write
20 has record of that check and any
21 documentation relating to that expense.

22 In the normal course of business,
23 that's how we keep our records, as we need
24 to.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

809

PATRICIA WEISER

20

1 BY MR. MOTT:

2 Q. And for any records that are not considered
3 part of a case file, what is the firm's document
4 retention policy for non-case file records?

5 A. You mean, like, bookkeeping records?

6 Q. Like bookkeeping, any type of record that
7 pertains to the administrative side of the firm.

8 A. So I don't think we have a policy, so to
9 speak, like a written policy as we would for -- like
10 we have a document retention policy that relates to
11 the cases.

12 I -- I confer with my accountant and ask --
13 I've asked them how long do I need to keep certain
14 things, tax records, backup, all that kind of stuff,
15 and I -- at the direction of my accountant I keep
16 things as long as he tells me to keep them or his
17 assistant. Yeah, so I don't know off the top of my
18 head what the number of years are, but Cheryl and I
19 have a system that complies with what the accountant
20 has said that we need to keep.

21 We also used to have an HR -- an outsource
22 HR firm that provided us with HR resources. I'm --
23 I'm having, like, a vague recollection of a list
24 of -- like of them providing me with a list of this

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

810

PATRICIA WEISER

21

1 is what you should keep and how long you should keep
2 it and how long you should keep it, and so we
3 complied with that as well.

4 Q. For any accounting records such as an
5 invoice or documentation of a check payment or any
6 record such as that, that -- where the original copy
7 was in a digital format, how would the law firm
8 maintain that record?

9 MR. ROSENZWEIG: I'm just going
10 to object to the form, but, Pat, you can
11 answer it if you can.

12 THE WITNESS: Are you talking
13 about, like, bookkeeping records?

14 BY MR. MOTT:

15 Q. Yes.

16 A. So our system has changed over the 20-year
17 history of the firm because in the beginning -- like
18 before Cheryl it was just me, and we have always
19 maintained electronic records in an effort to not
20 kill too many trees.

21 So if an e-mail came in from an attorney
22 with a -- an invoice attached, that invoice would be
23 saved electronically and stored in the appropriate
24 file for the month and year in which it came in or

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

811

PATRICIA WEISER

22

1 in which it was paid. And we have the same system
2 year after year after year, and let's say you keep
3 those records for seven years, once you pass the
4 seven-year mark that year can get purged.

5 And our -- since -- since -- it's -- the
6 electronic system has evolved and gotten very
7 streamlined in that everything's electronic now, so
8 everything gets saved electronically into the same
9 folder system, which is the month and year in which
10 the bill was paid.

11 Q. Approximately, how long has The Weiser Law
12 Firm used Cheryl Tryon to help with the bookkeeping?

13 A. So we started the firm 2005. I want to
14 say, like, 2006 or '7. It was pretty early on.

15 Q. And would that be the approximate timeframe
16 for when The Weiser Law Firm would have stored
17 accounting records typically?

18 A. Yes.

19 Q. So if Jeffrey Silo was e-mailing timesheets
20 or invoices to Cheryl and the attorney handling the
21 particular case he was working on, would those
22 invoices or timesheets be maintained digitally?

23 MR. ROSENZWEIG: So I'm going to
24 object to the form because Ms. Weiser

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

812

PATRICIA WEISER

23

1 already testified that after seven years
2 things were purged.

3 So if you could just restate the
4 question, I'd appreciate it.

5 MR. MOTT: Sure.

6 MR. ROSENZWEIG: You just need a
7 timeframe, Mr. Mott, that's really what I'm
8 suggesting.

9 MR. MOTT: Okay.

10 BY MR. MOTT:

11 Q. If -- well, if Jeffrey Silo sent invoices
12 or timesheets digitally, would those have been
13 maintained in a digital format for purposes of
14 recordkeeping until it was outside the retention
15 period?

16 A. Maybe. It really depends how it comes in.
17 Like if it's an e-mail saying I worked this
18 many hours, and -- and it goes to an attorney not
19 Cheryl -- again, this is -- these are questions for
20 Cheryl. Like Cheryl has a process, and I don't -- I
21 don't -- like it's her process. She's great at what
22 she does.

23 If -- if there's an invoice, yes, the
24 invoice gets saved and filed away. If it's an

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

813

PATRICIA WEISER

24

1 e-mail, I'm not sure how that gets handled. I know
2 how I would do it, but I'm not the bookkeeper.

3 So I -- I don't know what she does with
4 e-mails if it's just an e-mail, and I have no
5 recollection of how that was handled back when
6 Mr. Silo was doing work for the firm. I was not
7 involved in that. So I just don't know.

8 Q. The digital records saved or stored by
9 Cheryl, would those records be maintained at
10 The Weiser Law Firm or somewhere else?

11 A. They are all in my possession and control
12 on -- I mean, The Weiser Law Firm -- I mean,
13 everything exists. There's no building, so to
14 speak, it's all electronic, right? So it's saved
15 and stored, and it's all under my authority and
16 control.

17 Cheryl has certain access to do work on it,
18 but it is not -- it's under my -- my authority and
19 control.

20 Q. Is -- other than QuickBooks, are there
21 other platforms that the law firm currently uses to
22 store digital records such -- such as payroll or
23 personnel information?

24 A. So not case -- not case-related documents.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

814

PATRICIA WEISER

25

1 We use Microsoft Office platform for all of that,
2 for the -- for the administrative documents. So I
3 think it's SharePoint.

4 There -- there are a couple different
5 Microsoft Office. 365 is what we use. Specifically
6 where things are within that, I -- I'm not sure the
7 titles of the -- SharePoint is one.

8 Q. Is that a cloud-based platform?

9 A. Yes.

10 Q. And that's a cloud-based platform that you
11 have access to?

12 A. Yes.

13 Q. Who else would have access to digital
14 personnel information?

15 A. Just me. I don't think Cheryl has access
16 to the personnel, but I could be wrong. I'm not
17 sure about that.

18 Q. Okay.

19 And who else would have access to any
20 digital accounting records?

21 A. Digital accounting records?

22 MR. ROSENZWEIG: Objection.

23 Mr. Mott, at the present time, or
24 when?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

815

PATRICIA WEISER

26

1 MR. MOTT: Currently.

2 THE WITNESS: Digital accounting
3 records?

4 BY MR. MOTT:

5 Q. Um-hmm.

6 A. Our accountant.

7 Q. Anyone else?

8 A. I mean, I have access to them. I don't --
9 I don't even think Rob has -- I mean, if you're
10 talking about a log-in, I don't think Rob has it, so
11 I don't think -- I mean, if he wants something, he
12 asks me, and I get it. The fewer people accessing
13 things, the better.

14 Just the accountant and Cheryl to the
15 extent she needs to provide something to the
16 accountant. Yeah -- well, and that's not -- the
17 accounting records are -- are -- the accountant has
18 those. There's a shared-file system that he has
19 that he stores all of our accounting records in.

20 To the extent there are copies of it in our
21 system, then it's in our Microsoft Office 365
22 cloud-based system, which Cheryl does have access to
23 and I have access to, and that's it.

24 Yeah, none of the other employees, not even

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

816

PATRICIA WEISER

27

1 Rob have access -- direct access to any of the
2 administrative files.

3 Q. Did the law firm ever employ a woman by the
4 name of Archita Patel?

5 A. I'm sorry?

6 I didn't hear your question.

7 Q. I'm sorry.

8 Did the law firm ever employ an Archita
9 Patel?

10 A. Yes, that was her name when we hired her.

11 Q. Okay.

12 What is her name now, if you know?

13 A. She got married before she left the firm,
14 and her last name is now Rokowski (ph), I believe.
15 Rokowski, if she's still married, I don't know.

16 Q. Okay.

17 And what was her job title with the firm?

18 A. She was a paralegal.

19 Q. Do you know approximately when she left the
20 firm?

21 A. It was right before the pandemic and COVID
22 hit. So the -- it was -- it would have been
23 January -- was that 2020? January of 2020.

24 I'm -- if my recollection serves, it was

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

817

PATRICIA WEISER

28

1 before the pandemic. January of 2020 is what I'm
2 going to -- I mean, there -- there's a record of it
3 somewhere, but off the top of my head, that's my
4 recollection.

5 Q. Do you know approximately how long she
6 worked for the firm?

7 A. I don't remember. A couple years, I just
8 don't remember.

9 Q. Okay.

10 Do you know why she left?

11 A. She was terminated.

12 Q. And why was she terminated?

13 A. I don't remember specifically. Or was she
14 laid off? I mean, I don't know. These are legal
15 terms that are not in my area of expertise.

16 Terminated or laid off. I don't -- I don't
17 recall which it was, but, yeah.

18 Q. And who made the decision to terminate
19 Ms. Patel?

20 THE WITNESS: (Lost Internet
21 connection.)

22 VIDEO SPECIALIST: 10:37, off the
23 video record.

24 (At this time, off the videotaped

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

818

PATRICIA WEISER

29

1 and stenographic record.)

2 (At this time, the court reporter
3 read back from the record as was
4 requested.)

5 VIDEO SPECIALIST: 10:38, on
6 video.

7 THE WITNESS: Rob, and I make
8 those types of decisions together. I don't
9 recall specifically, but we make them
10 together.

11 BY MR. MOTT:

12 Q. When The Weiser Firm [sic] terminates an
13 employee, does it document the reasons for the
14 termination?

15 MR. ROSENZWEIG: Objection to
16 form.

17 THE WITNESS: (Lost Internet
18 connection.)

19 VIDEO SPECIALIST: Off video
20 record.

21 (At this time, off the videotaped
22 and stenographic record.)

23 (At this time, the court reporter
24 read back from the record as was

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

819

PATRICIA WEISER

30

1 requested.)

2 MR. MOTT: I'm ready.

3 VIDEO SPECIALIST: 11:03, on
4 video.

5 MR. MOTT: Okay.

6 BY MR. MOTT:

7 Q. Ms. Weiser, we're just coming back from a
8 brief break to address some technical issues.

9 Would the reasons for Ms. Patel's
10 termination be documented in her personnel file?

11 A. When we -- when anyone ever -- whenever
12 anyone leaves the firm there's a bunch of
13 documentation that gets filled out for anyone that
14 leaves the firm.

15 So, yeah, there is -- there is
16 documentation regarding her termination from the
17 firm, yeah. I don't know if that would give -- I
18 don't -- I don't know that it would give the reason,
19 but there would be documentation.

20 Q. Okay.

21 I'll -- I'll just request that you provide
22 that documentation to your counsel, and then if he
23 deems it appropriate, he can provide that
24 documentation to me.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

820

PATRICIA WEISER

31

1 MR. ROSENZWEIG: Yes.

2 So, Mr. Mott, while we're just
3 doing this, you're going to have to tell me
4 why that's relevant to this case, but we
5 can deal with that offline.

6 MR. MOTT: Yeah. Understood.

7 BY MR. MOTT:

8 Q. Earlier you -- you testified that you had
9 not actively practiced since 2012.

10 With that in mind, after 2012 were there
11 any occasions where you would perform attorney work
12 on a file on a temporary basis or to pitch in and
13 help out?

14 A. Sure, yes.

15 Q. Would the Sprint derivative litigation --
16 well, strike that.

17 Would you have pitched in to help out to
18 perform attorney work on the Sprint derivative case?

19 A. No.

20 MR. ROSENZWEIG: Objection as to
21 form, but go ahead.

22 THE WITNESS: No.

23 To my knowledge, I've never
24 worked on a derivative case, that's Rob's

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

821

PATRICIA WEISER

32

1 department.

2 BY MR. MOTT:

3 Q. Okay.

4 A. We -- we have a -- yeah, no.

5 Q. And prior to when you stopped actively
6 practicing on behalf of the firm, what were your
7 areas of practice?

8 A. My area of practice was M&A litigation,
9 mergers and acquisitions, shareholder, class-action,
10 litigation-challenging corporate mergers and --
11 yeah. And that pretty much -- that's pretty much
12 all I did.

13 Q. Did you review any documents to prepare for
14 today's deposition?

15 A. I started to read the Amended Complaint. I
16 got a few pages in, and it was pretty upsetting to
17 me, and I stopped.

18 Q. Other than that occasion that you just
19 referenced, have you reviewed the First Amended
20 Complaint in its entirety?

21 A. When it was originally drafted, sure.

22 Q. And in your role as a founder and owner of
23 the firm, would you have had to approve the First
24 Amended Complaint --

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

822

PATRICIA WEISER

33

1 A. That --

2 Q. -- prior to filing?

3 A. That was Rob's -- that was Rob's duty.

4 I believe Rob signed it. He was a named
5 plaintiff. I did review it before it was filed, but
6 this -- that -- this is litigation matters that
7 Rob's handling with my knowledge, but not my
8 involvement, unless my involvement is requested by
9 Counsel, in which case, obviously, I'm involved.

10 Q. As part of your administrative duties with
11 The Weiser Law Firm, are you involved in the
12 disbursement of any settlement proceeds that come in
13 when -- after cases have resolved?

14 MR. ROSENZWEIG: Objection as to
15 form.

16 THE WITNESS: Yes.

17 BY MR. MOTT:

18 Q. And how are you involved in the
19 disbursement of settlement proceeds?

20 A. Administratively, I am responsible for the
21 paperwork that gets prepared to document the
22 distribution of funds in connection with any
23 settlement, and then once that documentation is
24 finalized and approved by the counsel involved, I am

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

823

PATRICIA WEISER

34

1 then responsible for distributing the funds, whether
2 it be through a printed check, which I work with
3 Cheryl to accomplish or through a wire transfer,
4 which I do myself on -- in the online banking
5 platform that we use.

6 And then there's usually a letter that goes
7 to the person who is to receive the check, I take
8 care of that, and I'm also responsible for postage
9 and taking it to the mail, taking it to the post
10 office to drop it off.

11 So, soup to nuts, the money comes in, I
12 make sure it gets where it needs to go, that's all
13 my responsibility.

14 Who gets what is a discussion amongst
15 counsel involved and always with Rob involved,
16 finalizing the numbers of who gets what and where it
17 goes. That's -- that's always a final approval by
18 Rob before I cut checks or send money anywhere.

19 Q. And how about for the disbursement of any
20 attorney-fee award; are you involved in the
21 disbursement of attorney-fee awards?

22 A. Sorry, now I'm confused.

23 What was the last question? Isn't that --

24 Q. Well, I said settlement proceeds.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

824

PATRICIA WEISER

35

1 A. Oh, so let me go back. I want to fix my
2 answer.

3 Q. Okay.

4 A. We don't receive settlement -- so in a
5 class-action lawsuit, if the class members are
6 getting settlement proceeds, we do not receive those
7 funds, a third-party administrator handles that.

8 The only monies that come to our firm would
9 be fees and expenses for counsel in a case. That
10 amount would not necessarily be just for us, it
11 rarely is, and there is a distribution of fees and
12 expenses to counsel involved.

13 The only other -- the only other monies
14 that would flow through with that amount would be
15 client-incentive awards come with that as well, and
16 they either get distributed to their counsel to
17 distribute to them or if they are our client they
18 get distributed directly from us.

19 So the only monies that comes to us are
20 attorney fees, expenses by law firms involved in the
21 case and client-incentive awards. I can't think of
22 any other monies that come to us other than qui tam
23 cases where clients -- in the qui tam cases that we
24 have are the only cases that we do where the clients

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

825

PATRICIA WEISER

36

1 receive settlement proceeds directly, and they -- we
2 distribute those funds to the clients in those
3 qui tam cases only. But for all the shareholder
4 litigation, only -- only fees and expenses come to
5 us.

6 So if there's different -- different types
7 of cases are handled differently, and money flows
8 differently in different types of cases.

9 Q. And what is a client-incentive award?

10 A. So in a shareholder litigation, whether it
11 be derivative or M&A, although -- I mean, let's not
12 talk about M&A since I haven't done that since 2012,
13 and derivative litigation, if a client is a named
14 plaintiff, a lead plaintiff in the case, I don't
15 know if they call them that, but if they have an
16 active role in the litigation, sometimes counsel --
17 lead counsel will ask for an incentive award to
18 compensate them for their efforts in the case to
19 bring it to its close.

20 They're usually, like, a 1,000 to \$5,000, I
21 can't think of one that's larger than that, but it's
22 a Court approved -- you ask the Court, the Court
23 approves it or they don't, those monies then are
24 included with the fees and expenses that get

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

826

PATRICIA WEISER

37

1 distributed to counsel, and the incentive award
2 would go to the client or the client's counsel if it
3 wasn't us.

4 But that's all Court approved, that's not
5 something we give our clients. It's -- it -- it's
6 something the Court approves from the settlement
7 that the defendants pay, we don't pay it.

8 Q. In your administrative role with the firm,
9 are you involved in the satisfaction of any referral
10 fee obligations that the firm has on any particular
11 case?

12 A. I'm -- I'm not sure I -- I understand the
13 terminology you're using, but in terms of what I
14 just answered, when fees and expenses are
15 distributed, yes. If there's a referral fee owed,
16 it's paid as part of that distribution.

17 Q. Okay.

18 A. Only if it's a referral fee owed by our
19 firm. If any other firm's involved in the
20 litigation that we are -- we owe money to, if they
21 owe referral fees to their own referral counsel, I
22 don't know about that, and that's their
23 responsibility to take care of.

24 If our firm has a referral obligation, it's

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

827

PATRICIA WEISER

38

1 taken care of through the distribution of funds.

2 And there's a form, like there's a form that's used
3 in every single case.

4 Q. Are you familiar with an individual by the
5 name of Oliver Thieler or Thieler?

6 A. I am.

7 Q. And is Oliver Thieler someone that the law
8 firm has a relationship with?

9 A. Oliver Thieler is someone that my husband
10 has a relationship with.

11 Q. And what is the -- well, strike that.

12 Do you know the nature of your husband's
13 relationship with Oliver Thieler?

14 A. I -- I think it's best if you can ask him.
15 They're business colleagues and friends.

16 Q. Have you ever met Oliver Thieler?

17 A. I did. Yes, I met him one time.

18 Q. Do you know approximately when that was?

19 A. Everything falls into, like, pre-COVID and
20 post-COVID, right?

21 It was -- I don't remember. I don't
22 remember. It was before -- before COVID, so it was
23 before 2020, but I don't remember.

24 Q. And where were you when you met him?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

828

PATRICIA WEISER

39

1 A. I was in San Diego. I think I was in
2 San Diego. I was in California. I know -- I know
3 his office is -- and he lives in San Diego. I -- I
4 don't -- I was in California.

5 I'm not sure where, if we were out there on
6 a different case and he met us or we met him. I
7 don't remember that actually.

8 Q. Was there ever a period of time where
9 The Weiser Law Firm maintained an office in
10 California?

11 A. Yes.

12 Q. Does The Weiser Law Firm still maintain an
13 office in California?

14 A. No.

15 Q. Do you know when The Weiser Law Firm closed
16 its office in California?

17 A. Off the top of my head I don't recall when
18 we -- we had a virtual office, and we had an
19 attorney out there. I -- I don't -- I don't have a
20 recollection of the year we did that.

21 Q. Okay.

22 A. I mean, there's records of it. I just
23 don't know off the top of my head.

24 Q. Yeah.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

829

PATRICIA WEISER

40

1 On the occasion when you met Oliver
2 Thieler, do you know whether the California office
3 was still open?

4 A. No, it was not. To -- to the best of my
5 recollection it was not. Like I had never been to
6 the California office, so I -- it's not something
7 that's, like, fresh in my head.

8 Q. In your administrative role with the firm,
9 have you ever disbursed a referral fee to Oliver
10 Thieler?

11 A. Yes.

12 Q. Do you know approximately how many
13 occasions you disbursed a referral fee payment to
14 Oliver Thieler?

15 A. I couldn't say.

16 Q. Do you know if it was more or less than
17 five occasions?

18 A. I couldn't say.

19 Q. Okay.

20 A. There's -- there are records of it, I just
21 couldn't say.

22 Q. All right.

23 In your administrative role with The Weiser
24 Law Firm or any other role with The Weiser Law Firm,

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

830

PATRICIA WEISER

41

1 have you ever disbursed any other type of funds or
2 payment to Oliver Thieler?

3 A. Yes.

4 Q. And what type of -- what were the other
5 types of disbursements to Mr. Thieler?

6 A. There's only one. He receives a monthly
7 check from us.

8 Again, in my administrative role I cut the
9 check every month, but that's all I could tell you
10 about it. I -- I don't recall when that started or
11 what the details of that are, that's something you
12 would have to ask Rob.

13 Q. Okay.

14 A. Like we keep our -- we keep our business
15 very separate. Rob does Rob's thing, I do my thing,
16 we trust each other, and when he tells me to do
17 something that -- for a reason and it makes sense to
18 me, I start doing it, and then I -- I don't think
19 about the reason again after that.

20 So it's our business and --

21 Q. Is that --

22 A. -- I do my job, he does his.

23 Q. Is that -- well, strike that.

24 Do you receive any kind of corresponding

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

831

PATRICIA WEISER

42

1 invoice or bill for those monthly checks?

2 A. No.

3 Q. Do you know generally what that monthly
4 payment is intended to satisfy or what obligation it
5 is intended to satisfy?

6 A. I couldn't say.

7 At --at one time when they began I knew for
8 sure and a discussion was had. And I can't remember
9 what the nature of that discussion was, but as I sit
10 here now, no, I couldn't tell you.

11 That -- that's something that Rob -- Rob
12 would have to tell you more about it.

13 Q. Do you know if The Weiser Firm [sic] has
14 received any invoices from Oliver Thieler or an
15 entity owned by Oliver Thieler?

16 MR. ROSENZWEIG: Objection as to
17 form.

18 THE WITNESS: I don't know. Not
19 that I recall.

20 I -- I don't know what you mean
21 by entity, the entity part, but Oliver
22 Thieler I don't recall getting -- I don't
23 recall getting any invoices. We might
24 have, I just don't recall it.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

832

PATRICIA WEISER

43

1 And as for an entity, I just
2 don't know who you are talking about.

3 BY MR. MOTT:

4 Q. Just for an example, Thieler Law Corp.?

5 A. Thieler Law Corp.?

6 That does not sound familiar. It doesn't
7 sound familiar. I mean, as I sit here today, it
8 doesn't sound familiar.

9 Q. When did you first learn that Jeffrey Silo
10 had been using a false identity for -- to establish
11 himself as a barred attorney?

12 MR. ROSENZWEIG: Objection as to
13 form.

14 THE WITNESS: I don't remember
15 when I learned that.

16 BY MR. MOTT:

17 Q. Well, I'll -- I'll represent to you that in
18 the First Amended Complaint it represents that
19 Robert Weiser first became aware of Mr. Silo's
20 disbarred status on or around February 2nd of 2017.

21 Would you have learned of Jeffrey's Silo's
22 disbarred status around that same time?

23 A. That's a different question than you just
24 asked.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

833

PATRICIA WEISER

44

1 I have a specific memory of where I was
2 sitting when I learned of his disbarred status.

3 Q. Okay.

4 A. I don't -- I don't remember when I learned
5 about the name issues, it just kind of got weirder
6 after the disbar -- the disbarment, but I remember
7 where I was sitting when I heard it, and it -- yes,
8 I remember that.

9 I don't remember the day, but I remember
10 where I was, and I remember how shocked I was.

11 Q. Okay.

12 And where were you?

13 A. I was in the office sitting at my desk.

14 Q. And --

15 A. And Rob -- Rob came in and told me. He
16 came in and told me.

17 Q. And what did he tell you?

18 A. I don't remember specifically, but the gist
19 of it was that Silo was disbarred -- had been
20 disbarred, and we needed to talk about, like, what
21 the implications of that were. Like -- and from
22 that my job became -- you know, I was going to call
23 Ableson and find out what the heck was going on, and
24 then Rob was going to take care of other things.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

834

PATRICIA WEISER

45

1 But my -- the job for me out of that
2 conversation was to deal with Abelson. We were
3 trying to get our heads around what exactly was
4 going on because it was an extreme shock to find
5 that out, I mean, shocking.

6 Q. And what was Rob's reaction while you were
7 discussing Silo's disbarred status?

8 MR. ROSENZWEIG: I am going to
9 object to the form.

10 THE WITNESS: I don't know.

11 We didn't -- we didn't discuss
12 his disbarred status, he came in and told
13 me what he had -- what he had been -- what
14 he found out and how he found out.

15 I don't remember the specifics of
16 that, but we were all incredibly shocked
17 and in a -- in a little -- in disbelief.

18 I'm not sure where the source of
19 the information came from, but there was
20 some -- there certainly was some, like,
21 let's get to the bottom of this and figure
22 out what's true and what's not.

23 I honestly don't remember the
24 source of it. I -- I feel like it was -- I

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

835

PATRICIA WEISER

46

1 feel like Mr. Hartleib was the source of
2 it, that's, like, my memory, but I'm not
3 sure if that's accurate.

4 But there was -- there's
5 definitely an element of let's find out
6 what's true and what's not about this, and
7 there was discussion about the bigger
8 picture.

9 Rob -- Rob is always concerned
10 about the bigger picture of protecting our
11 reputation in our business and field, and
12 who -- who do we need to call, like who --
13 like what -- what are the things we need to
14 do to protect the firm as we deal with this
15 challenge? So we discussed lawyers we
16 needed to call.

17 And I don't -- I don't recall if
18 this was the same day. I mean, this was --
19 this was, like -- this was a super-shocking
20 thing that was discussed more than in one
21 sitting, but there was a discussion of
22 lawyers, PR firms, State Bar, colleagues,
23 just the investigational stage to determine
24 what exactly was going on and what did we

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

836

PATRICIA WEISER

47

1 need to do to fix it and preserve the
2 integrity and reputation of the firm.

3 BY MR. MOTT:

4 Q. And what were the actions that The Weiser
5 Law Firm took to protect its reputation immediately
6 following the discovery of Jeffrey Silo's true
7 identity?

8 MR. ROSENZWEIG: I am going to
9 object to the form.

10 I'm very concerned about
11 timeframes, Mr. Mott. So I don't know what
12 immediately means. So if you could be --

13 MR. MOTT: Yeah.

14 MR. ROSENZWEIG: -- a little more
15 helpful in terms of the timeframes, that
16 would be great.

17 BY MR. MOTT:

18 Q. In the first two weeks following the
19 discovery of Jeffrey Silo's true identity, what
20 actions did the firm take to protect its reputation?

21 A. So I want to be clear that I do not
22 remember finding out about his disbarment and
23 finding about -- finding out about the different
24 identities at the same time. It may have happened

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

48

1 that way, but those were two shocking -- two
2 different shocking things to me. The disbarment I
3 have a distinct memory of that being communicated to
4 me.

5 At some point, I don't -- I don't think it
6 was the same day, at least it wasn't to me, but
7 there was a separate revelation about the names
8 Jeff and Andrew and -- like that was even more
9 confusing than his disbarment, to be quite honest.

10 Like, I was, like, I'm sorry, what?

11 Q. Okay.

12 I'll -- I'll --

13 A. The names -- the names were very confusing,
14 and I -- I wasn't getting involved in that. I -- I
15 do not, did not, have not ever met Mr. Silo. I am
16 not involved with him whatsoever, never was, so
17 it -- it was a confusing, shocking -- it got more
18 confusing and shocking after I learned about the
19 disbarment.

20 So if you want to know what we did after I
21 learned -- we learned of the disbarment, that I can
22 tell you. I -- I don't remember when all of the
23 names came into the mix, I just don't.

24 Q. That's fine.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

838

PATRICIA WEISER

49

1 Okay. I'll try and make a better
2 distinction.

3 A. Okay.

4 Q. So in the two weeks following the discovery
5 of Mr. Silo's disbarment, what actions did the law
6 firm take to protect its reputation?

7 A. Okay.

8 So there were many things, and I'll list as
9 many as I can remember.

10 Someone, and I don't recall who, tried
11 contacting Mr. Silo. I don't know if they reached
12 him or not, but there -- there was reaching out to
13 Mr. Silo, there was a call to our counsel at
14 Blank Rome, they have special ethics counsel there
15 that I wanted to speak with to determine what were
16 the best steps to follow in order to protect the
17 firm's integrity and reputation.

18 From that conversation -- well, that's
19 attorney-client.

20 That's attorney-client. Can I answer
21 what -- who else we called after that? I mean, I
22 can say what we did.

23 Q. Yeah.

24 Well, I'm -- I'm not interested in any

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

839

PATRICIA WEISER

50

1 protected communications, but in terms of the
2 content --

3 A. Sure.

4 Q. -- but if you took a particular act --

5 A. So there was another law firm we were
6 recommended to call based in Chester County, whose
7 name I can't remember. We retained their services
8 to represent us.

9 I believe we self-reported to the
10 Pennsylvania Bar, and they helped facilitate that
11 process. We communicated -- we -- we reached out to
12 the Montgomery County District Attorney's office.
13 I'm not sure if we reached out to other District
14 Attorneys' offices. We -- our office is near three
15 different counties, but we reached out to them to
16 bring that to their attention and see if they would
17 commence a -- an investigation.

18 We contacted a PR firm, at least one. I
19 know we retained one. I don't know how many calls
20 were made to how many PR firms, but there was -- Rob
21 felt very strongly that we needed to hire someone to
22 oversee and proactively manage the Internet, for
23 lack of a better way of saying that, that if this
24 blew up, as things do on social media, we needed to

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

840

PATRICIA WEISER

51

1 be able to be on top of that and be proactive about
2 it.

3 I remember that being a lot of money, and I
4 was against it because I -- I was, like, look, this
5 isn't going to happen, like it's just -- and after I
6 talked to Counsel, I -- I had some perspective that,
7 like, this wasn't the craziest thing anyone's ever
8 heard and it had happened before to other people,
9 which I find incredible and shocking, but I
10 appreciate that when it's happening to you, it's,
11 like, really incredible and shocking.

12 I just -- I just couldn't imagine that it
13 was going to swirl the way Rob proactively wanted to
14 protect against it's ruin. So we -- we paid a lot
15 of money to hire PR firms to monitor and manage
16 social media, so two law firms, a PR firm, the DA.

17 I know the guys at the office did a lot of
18 their own Internet research trying to get to the
19 bottom of, like, what -- what happened here, like
20 where was he -- when was he disbarred, when -- the
21 name changes, like Facebook.

22 Like there was a lot of research done by
23 the guys at the firm who were very upset by -- I
24 mean, very upset by this turn of events.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

841

PATRICIA WEISER

52

1 And, you know, assuming it to be something
2 beyond our control, that we need to just let the
3 Court know about, we double and triple checked
4 everything we had done along the way and wanted to
5 ensure that we haven't missed steps, and we were
6 sure that we had not. We still felt horrible, but
7 it -- we had not. And we wanted to make sure that
8 we did everything we needed to do to preserve the
9 integrity and the reputation of the firm.

10 I personally called Abelson, the recruiter
11 that we got Silo from the day I found out about his
12 disbarment.

13 What else did we do?

14 I mean, those were the initial -- those
15 were the initial steps that were discussed, and then
16 we -- I don't know if this was in -- within the
17 first two weeks or not, I honestly just don't
18 remember, but at some point we communicated with
19 every -- we sent a letter to every court where we
20 had submitted time in support of a settlement that
21 was contributed by Mr. Silo.

22 My recollection is most of those cases were
23 closed, were over, but we, out of an abundance of
24 caution and an abundance of integrity, let the

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

842

PATRICIA WEISER

53

1 Courts know that this has come to our attention, we
2 were not aware of it, we just wanted to let them
3 know, and if they wanted to know anything else, to
4 let us know.

5 So we communicated with anyone that this
6 embarrassing, awful information could in any way
7 taint our reputation. I can't think of anything
8 else at the moment. I'm sure there were more
9 things, but those are the things that are -- that
10 are in the forefront of my brain right now.

11 Q. I appreciate that. And as we go along, if
12 something else pops into your head and you want to
13 go back and amend the response, feel free to stop
14 me, and we'll do so.

15 A. Okay.

16 Q. The other Chester County firm whose name
17 you couldn't recall, were they also ethics counsel
18 or did they serve some other role?

19 A. As I recall, there -- there definitely was
20 an ethic's component to this. There was a -- I
21 believe they have a judge, a former judge of counsel
22 at the firm.

23 Like I remember we were going to, like, the
24 highest of all high ethics' people, and it was a

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

843

PATRICIA WEISER

54

1 former judge. And I'm embarrassed to say I don't
2 remember his name, but truly I've tried not to think
3 about all this stuff for a long time now.

4 So he was, like, a former judge, and he was
5 going to advise us on what we should do to protect
6 our reputation, and self-reporting to the bar was a
7 process that, I believe, he recommended.

8 Again, that's something that Rob could
9 confirm. That's my recollection of it, in that
10 their firm helped facilitate that process.

11 I -- I know we spent a lot of money on that
12 firm, and I -- of which there's record of how much
13 we spent. I couldn't tell you what else we did for
14 them -- what else they did for us, like the full
15 scope of the work they did for us in connection with
16 this, I don't recall off the top of my head.

17 But the fact that Mr. Hartleib was
18 involved, and my recollection is the source of the
19 information about the disbarment and then all the
20 absurd accusations that followed therefrom, his --
21 Mr. Hartleib's involvement is what made us act and
22 do so many things to make sure we stepped properly
23 and -- and did everything we could to preserve and
24 protect our reputation.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

844

PATRICIA WEISER

55

1 Absent him, I don't -- I think this would
2 have gone the way of any unfortunate thing that
3 happens, which is someone lied to us, we disclosed
4 it.

5 We had fulsome records supporting every
6 hour he worked on the case, which isn't always the
7 case, but we really did in this case, so it's -- it
8 was very fortunate, he did very good work, and that
9 would have been that.

10 But the fact that Mr. Hartleib was involved
11 made everything rise to a heightened level that we
12 were going to be attacked by him. We didn't know
13 the scope of what he was going to do, had no idea it
14 would be what it became, but that we needed to
15 prepare ourselves for whatever crazy things might
16 come, and that was -- that was what I was led to
17 expect from Mr. Hartleib by Rob, who had dealings
18 with him.

19 Q. How many PR firms has The Weiser Law Firm
20 retained to address the concerns about the potential
21 harm to the firm's reputation?

22 A. My recollection -- I -- I'm seeing right
23 now there were two checks that were sent. I don't
24 recall if it was one firm or two firms, but there

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

845

PATRICIA WEISER

56

1 were definitely two separate retainers, two separate
2 people who were going to be working on this. Like I
3 can kind of see the invoice in my head, but I --
4 there were two big retainer checks that had to be
5 cut. Whether it was two separate entities or two
6 people working for the same entity, I don't recall.
7 And I -- I didn't deal with them after that.

8 Again, I'm just administratively in charge
9 of getting the invoice, approving the invoice and
10 paying it.

11 Q. Other than the two retainer checks, do you
12 know if there were any other payments made to any
13 public relations firm?

14 A. I don't recall. I mean, there's records of
15 that in our -- in our records, but I don't recall
16 additional payments that were made to those folks.
17 I don't recall any other -- I mean, as I sit here
18 right now, I don't recall any other PR firms other
19 than the two retainer checks I just mentioned. And
20 whether they were paid more after that, I just don't
21 remember.

22 Q. Prior to February of 2017 had The Weiser
23 Law Firm ever retained a public relations firm?

24 A. No.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

846

PATRICIA WEISER

57

1 Q. Are you able to approximate the amount of
2 the -- amounts of the two retainer checks?

3 A. So what I can do for you is give you a
4 general sense of the leanness with which we run our
5 law firm and always have. So, no, I can't give you
6 a number.

7 Q. Okay.

8 A. But what I can say is, you know, we -- we
9 run a very tight ship. There are not many checks
10 that go out the door for five figures, other than
11 when fees come in, but, like, expenses, no, that
12 doesn't happen. And these were -- these were high
13 five-figure checks that were, like, some of the
14 bigger checks I had ever written for an expense. So
15 it was upsetting. It was unnerving.

16 These were not -- and because I didn't know
17 how long it was going to last and how long we were
18 going to have to pay, so there was a great unknown
19 about the expense associated, like, with what we
20 were going to have to do to deal with the lies and
21 just the harassment from Mr. Hartleib and not being
22 able to budget for that.

23 And the -- the first expenses to deal with
24 it were already, you know, multiples of what I'm

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

847

PATRICIA WEISER

58

1 used to paying -- the firm was used to paying for
2 expenses for litigation. This was more money than
3 we spent on expenses ever from day one.

4 Q. Do you have any knowledge as to whether
5 The Weiser Law Firm received the remainder of any
6 retainer that was paid to the PR firms?

7 A. I don't remember getting any money back,
8 no, from anyone ever actually.

9 I -- I want to say it was, like, 25,000
10 each. It was, like, fifty-grand, and that -- honest
11 to God, like, that was an ungodly amount of money.

12 I mean, this is money that, like, I hoped
13 to, like, bonus to my employees, and now I'm giving
14 it to PR firms. That was a lot. And that might not
15 seem like a lot to someone on this phone or anyone
16 off it, but that was a lot.

17 Q. Okay.

18 Do you have -- well, strike that.

19 Do you have any knowledge of the fee
20 reduction that the trial court made in the Sprint
21 derivative case?

22 A. I do.

23 Q. And do you know approximately how much was
24 requested as part of the proposed settlement?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

848

PATRICIA WEISER

59

1 A. I do.

2 I recall the fee was going to be four or
3 four-and-a-half million, in that range, and then it
4 was reduced to 400,000 or 450,000, in that range.

5 Q. And that reduction or Order by the Court,
6 that occurred prior to The Weiser Law Firm's
7 discovery that Jeffrey Silo was disbarred, correct?

8 A. I don't recall.

9 I -- all -- all I recall is that
10 Mr. Hartleib was involved in an objection. I do not
11 recall exactly when the disbarment came out in
12 relation to when the fee was reduced. Yeah.

13 Q. The --

14 A. There was also an appeal, so, like, I'm not
15 sure which level of -- of court you're talking
16 about, but I'm assuming you're talking about the
17 lower court.

18 But as I recall, there was an appeal, and
19 it was dealt with at a higher level as well. And I
20 just don't remember where the disbarment came in the
21 course of that litigation.

22 Q. The fee award that was made in the Sprint
23 case, was that an award that The Weiser Law Firm
24 disbursed to other counsel?

PATRICIA WEISER

60

1 A. As I recall, we were the -- what do you
2 call it -- we were holding the fee, and we would be
3 responsible for distributing it to the firm. We did
4 not take a single penny in fee from the fee that was
5 awarded.

6 After all the intensely, stressful
7 fighting, let's say, and I'll call it harassment
8 that went on about Mr. Silo's hours and accusations
9 by Mr. Hartleib, completely unfounded, that somehow
10 we knew about it and had orchestrated it.

11 We were extremely embarrassed to have
12 played any part in our colleague's having to go
13 through that and having to -- having to go through
14 that. It was -- it was awful. I mean, these are
15 our -- these are our colleagues in our business, in
16 our careers, and you never want to expose your
17 colleagues and your business to embarrassment,
18 public humiliation or anything that questions their
19 integrity.

20 And, when that happened, we told them we
21 wouldn't take a penny. I -- I mean, it was -- it
22 wasn't a great gift since the fee went from
23 4,000,000 to 400,000, but we weren't going to take a
24 penny of it. We were going to let them have it all,

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

850

PATRICIA WEISER

61

1 whatever was left. So, yes, I --I administratively
2 took care of the distribution of those funds.

3 Eventually, again, as I recall it went on
4 appeal and it took a long time before we were able
5 to distribute, but at the direction of Rob, who had
6 had those discussions with the co-counsel in that
7 case about how the funds would be distributed, the
8 fees -- the expenses, as I recall were distributed
9 earlier than that because they just -- expenses were
10 what they were, but the fees after Rob's discussions
11 with his co-counsel and colleagues, numbers were
12 arrived at.

13 I administratively filled out my
14 distribution form, Rob okayed it, and payments were
15 made to the other firms in the case per the
16 agreement amongst those counsel. I have no memory
17 of the allocations or the numbers other than we were
18 weren't part of it.

19 Q. Did Rob ever express any concerns that the
20 fee reduction would have an impact on the firm's
21 reputation?

22 A. Yes, everyone did.

23 Q. Did you ever read the trial court's
24 memorandum that accompanied the Order reducing the

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

851

PATRICIA WEISER

62

1 attorney-fee award?

2 A. I don't recall. I just don't recall. I --
3 I -- I don't recall if I did or not. It would seem
4 unlikely that I wouldn't, but I cannot recall.

5 Q. Did you communicate with any of the PR
6 firms that The Weiser Law Firm retained?

7 A. I don't recall communicating with them.
8 I -- I administratively took care of the
9 retainer agreements, and if there were contracts, I
10 don't -- if there were contracts to sign, like,
11 that's what I would do, and then Rob took care of
12 the -- any interaction that happened thereafter.

13 He may have -- he may have informed me
14 about it or I'm sure we talked about it, but I was
15 not involved in it, that I recall.

16 MR. ROSENZWEIG: Mr. Mott?

17 MR. MOTT: Yes.

18 MR. ROSENZWEIG: I just want you
19 to be thinking about a five-minute break
20 sometime as -- when it's logical for you,
21 and then also I want you to be thinking
22 about a slightly longer break as we come up
23 to noon, and it could be, you know,
24 something like 1:00, so that people have a

PATRICIA WEISER

63

1 chance to eat something.

2 MR. MOTT: Yeah, absolutely.

3 Why don't we -- we can go ahead
4 and do the five now.

5 VIDEO SPECIALIST: 11:51, off
6 video.

7 (At this time, a short break was
8 taken.)

9 VIDEO SPECIALIST: 12:08, on
10 video.

11 BY MR. MOTT:

12 Q. Ms. Weiser, where are you currently
13 located?

14 A. I'm currently located in Stone Harbor,
15 New Jersey.

16 Q. Is that a residence?

17 A. Yes.

18 Q. And what is the address for your current
19 location?

20 MR. ROSENZWEIG: I'm going to
21 object to that question.

22 What's its relevance, Mr. Mott?

23 MR. MOTT: Where she's -- her
24 location during today's Zoom deposition

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

853

PATRICIA WEISER

64

1 isn't relevant?

2 MR. ROSENZWEIG: Yeah, how is it
3 relevant?

4 MR. MOTT: Okay.

5 BY MR. MOTT:

6 Q. Is it your residence, Ms. Weiser?

7 A. Mine and Robert's, yes.

8 Q. Okay.

9 Do you have a residence in Pennsylvania
10 near the firm's office?

11 MR. ROSENZWEIG: Objection as to
12 form.

13 MR. MOTT: All right.

14 Strike that.

15 BY MR. MOTT:

16 Q. Do you have a residence in Pennsylvania?

17 A. I do.

18 Q. And what town is that in?

19 A. Villanova.

20 Q. And does Mr. Weiser also live there?

21 A. Yes. Yeah, we own the house together in
22 Villanova, and we live there together with our kids
23 and many dogs.

24 Q. Since the time when you married Mr. Weiser,

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

854

PATRICIA WEISER

65

1 have you always resided together?

2 A. Yes.

3 Q. Have there been any extended periods of
4 separation?

5 A. No.

6 He was on vacation with my oldest daughter
7 for a week, that was about the longest we've been
8 apart from each other, this year.

9 Q. In your role with The Weiser Law Firm,
10 are -- are you familiar with the firm's year-to-year
11 financial performance?

12 A. Sure.

13 I mean, I'm involved with the accountant,
14 the bookkeeper and Rob, and we -- it's something we
15 discuss regularly. It's not something I have on the
16 tip of my tongue as I sit here now because it's all,
17 you know, in the computer, but, yeah, of course.

18 Q. Comparing the years of 2017 and 2018, do
19 you know whether the firm revenues increased or
20 changed at all from 2017 to 2018 -- through 2018?

21 A. I can tell you that the firm experienced
22 year-over-year growth up until the year the Sprint
23 fee was reduced.

24 I have a specific memory of this because

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

855

PATRICIA WEISER

66

1 my book -- Cheryl and I, our bookkeeper, talked
2 about a new budgeting process that we were planning
3 going forward.

4 We got one fee in before the Sprint thing
5 happened, as I recall, and -- and then -- and
6 then -- then everything kind of dried up.

7 It -- we never actually implemented our
8 budget plan. Like I was so excited to have it, and
9 then we didn't get to implement it because from
10 Sprint and everything that happened thereafter.

11 We've been struggling for five years with
12 the cost, the extreme cost of dealing with
13 Mr. Hartleib's incessant harassment and assaults in
14 public, and the stress that's put on our firm and
15 our personal relationships. Like, yeah, the
16 revenues have gone down since then, and it's -- it's
17 been tough.

18 Q. And when you say everything dried up, are
19 you referring to all revenues or something else?

20 A. No, no.

21 And I'll -- I'll take that back that
22 everything dried up. I'll say that when we
23 budget -- our budgets are very short term, so year
24 to year, with the exception of the qui tam cases,

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

856

PATRICIA WEISER

67

1 which take a lot longer, sometimes
2 seven-to-ten-or-longer years -- so they don't appear
3 on our budget until something is -- is a certain --
4 it's coming in, it doesn't end up on our budgeting.
5 We're very conservative in that way.

6 So when the Sprint-fee reduction happened,
7 that was a big hit to the budgeting we had done.
8 And when the information -- when Mr. Hartleib
9 started all the -- the public harassment with
10 respect to Mr. Hart -- the Silo issue and then just
11 attacked on Rob personally in court, it made for a
12 lot of uncertainty in our budgeting going forward.

13 It felt -- like I will say that the
14 Hartleib curse came into effect that year, is how I
15 thought of it, and that it's felt that time after
16 time -- things that had never happened before.
17 We've never had a fee cut. Rob had never had a fee
18 cut in his career until Sprint. It -- it made for a
19 lot of uncertainty.

20 So the actual revenues of the firm went
21 down year over year, and then our ability to grow
22 the business knowing that Mr. Hartleib was going to
23 be possibly in every court that we went into was
24 very difficult.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

857

PATRICIA WEISER

68

1 And, in fact, the business -- the
2 derivative cases especially declined year over year
3 thereafter, causing us to sell assets, both personal
4 and business and let several valued employees and
5 good friends go.

6 It was awful. It was really awful.

7 And I thought it would be a year. Like
8 when it happened, I was, like, okay, we'll have a
9 tough year, that's fine, we can handle a tough year.
10 And then when you look back and you realize it's
11 been five, it's really been hard. It's not -- you
12 can't run a business this way.

13 You can't run a business in our field where
14 your reputation is why people want to work with you,
15 is why clients want to hire you, when you have all
16 this going on. It's -- it's not -- it's not
17 feasible. It's not possible, certainly incredibly
18 stressful.

19 I never thought it would last this long,
20 but it's been year over year and very, very
21 difficult financially and emotionally.

22 Q. You referenced earlier about a decrease in
23 derivatives.

24 Were you referring to a decrease in the

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

858

PATRICIA WEISER

69

1 number of cases or just revenue generally or a
2 mixture of the two?

3 If you could just explain that a little
4 bit.

5 A. Sure. Sure.

6 So, just to be clear, we have had different
7 departments in our firm over the years.

8 So, again, I did the M&A, that's my
9 department. Rob does the derivative cases, which is
10 totally different, not class actions. And then the
11 qui tam is a third separate. Over time the
12 shareholder actions are kind of what we do. Some
13 other types of shareholder class actions, 10(b) and
14 Section 11.

15 Mr. Nelson is -- is particularly
16 specialized in those areas. We don't do a lot of
17 them. In fact, I don't know if we have any going
18 right now, but I would put -- I would put the bulk
19 of our business into two categories now, which is
20 shareholder litigation and qui tam.

21 It became increasingly apparent that we
22 could not pursue derivative litigation, according to
23 our prior business model, because we couldn't go
24 into court seeking to be lead counsel, seeking to

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

859

PATRICIA WEISER

70

1 get control of the cases, seeking to continue to
2 litigate cases and then resolve them and ultimately
3 get settlements approved with Mr. Hartleib always
4 there.

5 There were several instances where we were
6 moving for lead counsel -- or, I think, even in one
7 that we were lead counsel, where the Court
8 ultimately decided all things being equal, if you
9 have this shit going on and this person's going to
10 come into your litigation, we're going to choose
11 someone else to be lead counsel. Like he -- like
12 the judge didn't want to even get into it.

13 Like if we have all this Hartleib nonsense,
14 true or untrue, you know, it -- it would be better
15 off for the class to not have you as lead counsel.

16 One of the cases -- and, again, I think we
17 were actually lead counsel, and Mr. Hartleib came in
18 and spouted all the usual lies and just awful, just
19 awful attacks on my husband and business partner and
20 our firm, and the judge removed us as lead counsel,
21 and for no reason other than that, and the case went
22 on to settle for a ten-million-dollar fee.

23 So I can tell you that a case that we were
24 lead counsel in earned a ten-million-dollar fee, and

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

860

PATRICIA WEISER

71

1 we were removed from the case because of
2 Mr. Hartleib.

3 So, the -- you know, it's -- it's -- the
4 cases we had pending in 2017 are what they are, the
5 number is what it is. How they resolved was
6 different once Mr. Hartleib started appearing in
7 court.

8 Everything was -- everything took more time
9 and more money to pursue, and year over year
10 revenues declined with respect to the derivative
11 litigation, which includes both not having fees
12 approved in full, not getting lead counsel
13 positions, and ultimately wondering if we could
14 continue with that -- those lines of cases at all if
15 he was going to be out there waiting to disparage us
16 and our reputation publically in the courts.

17 Q. Do you know the name of the case where the
18 judge removed the firm as lead counsel?

19 A. The shorter answer is I don't off the top
20 of my head, but the name that's in my head, and I'm
21 not sure if this is the case, but Equifax was one
22 case. I remember it being in Georgia.

23 I don't know why I remember it being in
24 Georgia because I kind of -- I remember it being in

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

861

PATRICIA WEISER

72

1 Georgia for some reason, maybe it was who was
2 involved in the case. And I really -- I distinctly
3 remember finding how much the case settled for after
4 we left.

5 And, to be clear, you know, we didn't leave
6 kicking and screaming. The -- the folks that
7 were -- the folks who were working in the case are
8 our colleagues, our business colleagues,
9 longstanding, who we respect, and they respect us.
10 We didn't want to bring all this -- all this
11 ugliness onto them and the case. So we backed out
12 quietly, like we just stepped back, never received a
13 penny, didn't get any of our expenses back.

14 You know, I have no desire to make this
15 business any more difficult for any of our colleagues
16 or clients than it already is.

17 And -- and with Mr. Hartleib always right
18 behind us waiting to -- to submit churlish amicus
19 briefs, which I believe he did in that case in
20 Georgia, totally un -- well, I mean, like, it was
21 totally inappropriate. You have no standing to
22 submit an amicus brief, but he did, and then our
23 livelihood was -- was -- our livelihood was -- was
24 damaged that day and many others.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

862

PATRICIA WEISER

73

1 I -- I don't know what axe he has to grind
2 against my husband or my firm. We are good people,
3 upstanding citizens and attorneys. We respect the
4 law. We respect the truth. And -- and to deal with
5 all the lies and have them impact our ability to run
6 our firm, support our families, is -- is -- is the
7 hardest thing we've ever had to deal with. I had to
8 fire people I loved. I loved my people that worked
9 for me.

10 Brett Stecker is, like, family to me, and I
11 sold a car to be able to pay him. To keep him I
12 sold a couple cars. Like I'm personally selling my
13 assets to keep my people who are spending their time
14 not making money for the firm, but defending
15 themselves against Mr. Hartleib's lies. And, like,
16 should a person sell their assets to support their
17 employees? Probably not. That's not good business.

18 I care about these people, and we had to
19 let them go because we can't afford to pay their
20 salaries. Because not only has the money that was
21 supposed to come in not come in, but now our ability
22 to generate income has been severely hard.

23 And the guys that work for me now, all this
24 money I'm spending on Mr. Rosenzweig --

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

863

PATRICIA WEISER

74

1 THE WITNESS: No offense, Phil.

2 A. -- that should be going to my people, that
3 should be going to Chris and Jimmy.

4 They are working hard for this firm to go
5 after fraud and corporate America, which there is a
6 ton, always is, and always will be -- they're
7 excellent lawyers. They are honest lawyers with
8 great integrity, and they should be getting the
9 money I have to spend on these lawyers.

10 I'm not getting paid. I mean, come on,
11 this is outrageous.

12 So, yeah, year over year revenues went down
13 as a direct result of Mr. Hartleib's attacks on us.
14 And it lasted a long time, a lot longer than I
15 thought it would.

16 Q. So there were year-over-year decreases in
17 revenue until what time period or what year?

18 A. So, again, like, this isn't the bottom line
19 number that's on a tax return, this is our ability
20 to build an inventory and generate revenues going
21 forward. So if I can't file -- so if we file 20
22 cases a year, and I'm pulling that number out of the
23 air, those cases -- a percentage of those cases will
24 work out and will pay off in two to five years.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

864

PATRICIA WEISER

75

1 If I can't file cases or I choose not to
2 file cases because I -- I don't know where I would
3 file them without being attacked.

4 If we don't file those cases and get those
5 going, that produces a lag, a glut of revenues in
6 two to five years. So whether our -- our revenues
7 went down from '17 to '18, if that's when Sprint
8 happened because of Sprint.

9 And, then again, what I'll call, like, the
10 Hartleib curse, like our luck got bad after that.
11 And -- and I'll say our luck got bad, but what I
12 could also say is that Mr. Hartleib's taunting and
13 lies and -- and attacks in public, like, affected
14 judges and our colleagues and their willingness or
15 ability to work with us and/or approve our -- our
16 cases, our settlements.

17 And, like, the details of the cases you'll
18 have to ask Rob and the people that worked on them
19 because I don't have those because I wasn't working
20 on the cases. All I was doing was sitting in the
21 back trying to budget for future years. Really,
22 really difficult to do, really difficult to do when
23 everything's a question mark after Sprint.

24 Q. And for the matter that had the \$10,000

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

865

PATRICIA WEISER

76

1 settlement --

2 MR. ROSENZWEIG: 10,000,000.

3 THE WITNESS: \$10,000?

4 MR. ROSENZWEIG: 10,000,000.

5 MR. MOTT: I'm sorry.

6 My -- my mistake. My mistake.

7 Let me --

8 BY MR. MOTT:

9 Q. The matter that resolved for 10,000,000,
10 was that a case where the firm was already appointed
11 lead counsel?

12 A. So, first of all, the case didn't settle
13 for \$10,000,000. I forget what the case settled
14 for. The 10,000,000 was to attorneys' fees that
15 were approved, so the case was multiples greater
16 than that. The value of the case was multiples
17 greater than 10,000,000 if the fee approved was 10.

18 My recollection is that we were appointed
19 lead counsel and it was taken away from us. There's
20 another situation I'm thinking of, and I could be
21 confusing the two, where we were moving for lead
22 counsel and were not appointed because all things
23 being equal we had Hartleib attached to us.

24 Q. And how do you know the -- the reason or

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

866

PATRICIA WEISER

77

1 reasons for the judge's decision to either remove
2 The Weiser Law Firm as lead counsel or to deny their
3 appointment as lead counsel?

4 A. Well, in the case where we were removed as
5 lead counsel we were removed after Mr. Hartleib
6 inserted himself improperly into the litigation so
7 that he could spout all the heinous accusations
8 about my husband and our firm, and then the Court
9 removed us as lead counsel not finding that any of
10 it was true, but that all things being equal this
11 mess should not be at the top of a leadership
12 structure of a case, and he's right, like this mess
13 can't be in a leadership structure.

14 It's -- it's -- I mean, it just casts a
15 pall on everything. And all of it's untrue. So,
16 like, even -- like even when all of it's untrue, you
17 cannot effectively lead with all that dragging you
18 down. We know this, judges know this, and that's my
19 understanding of what the judge said in that case,
20 was that, you know, we just can't have this mess, so
21 we're going to appoint someone else.

22 I -- I am aware of no other reason given by
23 the Court to remove us as lead counsel other than
24 Mr. Hartleib's awful attacks.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

867

PATRICIA WEISER

78

1 Q. You mentioned firm assets that were sold as
2 a result of the financial performance or the
3 year-over-year decreases in revenue?

4 A. Yeah.

5 Q. What assets were sold?

6 A. So I'm going to correct that because it's
7 actually not a firm asset. There's a -- a separate
8 entity called High Trees & Holdings that owned the
9 building. Rob and I owned High Trees & Holdings,
10 and so the building that the law firm leased its
11 office space from was owned by us, and at some
12 point that -- this was an investment, a personal
13 investment of our own that we intended to, like,
14 live off of into our old age, and we had to sell it.
15 I had to modify it to be able to support us and our
16 firm.

17 So, to be clear, like the -- I -- when we
18 sold the building we had to change -- we had to
19 change banks a couple times. And in order to secure
20 a line of credit we sold the building, and I used
21 the cash proceeds from the building to secure a line
22 of credit so that we could keep running the firm.

23 Q. And what was the --

24 A. Then from that point on -- now, we

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

868

PATRICIA WEISER

79

1 personally are not receiving the rent that flows
2 through that -- that -- throughout this whole period
3 of time Rob and I didn't receive -- I believe we
4 didn't receive any -- any income from the firm.

5 I don't remember us paying ourselves,
6 frankly. I mean, we -- we had to not pay some of
7 our employees a couple of times because we couldn't
8 make payroll. So in order to -- the -- the -- the
9 building was supporting Rob and I and our family
10 during this mess.

11 When we sold the building we needed to use
12 the cash as collateral for a line of credit to keep
13 the business running. It made for a very, very
14 stressful financial time personally, and the
15 business.

16 Q. What was the address for the building?

17 A. 22 Cassatt Avenue, that was in Berwyn,
18 Pennsylvania. I don't recall the ZIP code though.

19 Q. And, approximately, how long did you own
20 it?

21 A. Um, about --

22 MR. ROSENZWEIG: Just objection
23 as to form in terms of the you.

24 She's already testified --

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

80

1 THE WITNESS: Right.

2 MR. ROSENZWEIG: -- it was
3 High Trees & Holdings that owned it. I
4 object to that.

5 Please proceed.

6 THE WITNESS: Thanks, Phil.

7 BY MR. MOTT:

8 Q. With that understanding, how long did
9 High Trees own the building?

10 A. About ten years. I think it was 2010 or
11 '11 that we bought it.

12 Q. And do you know the approximate date that
13 it was sold or -- strike that.

14 Do you know the approximate date that you
15 reached a sales agreement for the building?

16 A. I'm just going -- I -- I don't know how to
17 answer that question. Like I said, there wasn't --
18 I don't know if there was a sales agreement, like
19 the terminology is tripping me a little bit there.

20 Q. Okay.

21 I -- I can be a little bit --

22 A. Okay.

23 Q. -- more general.

24 When did High Trees then cease to own the

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

870

PATRICIA WEISER

81

1 building?

2 A. I -- I believe it was December of 2020.
3 2020 or 2021.

4 I'm sorry, like things that happened over
5 the pandemic make things very -- it's '20 or '21, I
6 think. It was shutdown.

7 I feel like it was 2020. One or the other.

8 MR. ROSENZWEIG: I believe --

9 BY MR. MOTT:

10 Q. Sometime --

11 MR. ROSENZWEIG: -- was 2020.

12 I believe it was 2020.

13 THE WITNESS: Okay.

14 Yeah, the law firm couldn't pay
15 its rent. We had to get rid of it. We had
16 to sell the building.

17 BY MR. MOTT:

18 Q. Did High Trees have any other tenants in
19 that building during its course of ownership other
20 than the law firm?

21 A. Yes.

22 It was a 12,000-square foot building. The
23 Weiser Law Firm occupied half, and we had -- when we
24 first bought the building there were three tenants.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

871

PATRICIA WEISER

82

1 One of those tenants in the small space
2 moved out at some point over the course of that
3 decade and another kind of -- two became one. So
4 someone had two floors, and the third floor was --
5 was vacant for some period of time at the end.

6 Q. Approximately how long was it vacant for?

7 A. What was vacant for, the third floor?

8 Q. At the end, that period that you were
9 talking about.

10 A. So the third floor was the smallest space,
11 and then the first and second were -- were occupied
12 by one tenant. And the third-floor space was -- it
13 was tiny, like maybe 1,000 -- 1,000 to 1,500 square
14 feet.

15 We were going to occupy it, and then COVID
16 hit, and you were weren't allowed to use the
17 building for a little while, I guess. We were all
18 working remotely. I don't recall. I just don't
19 recall how long it was vacant.

20 We had several people interested in moving
21 in, and there was, like, always something going on
22 trying to figure out how to best use that space, but
23 it was small. A couple years. I'd be guessing.

24 Ah, I shouldn't guess. Sorry.

PATRICIA WEISER

83

1 I don't know.

2 Q. Under the last lease term that the law firm
3 had at that location, how much did they pay per
4 month in rent, if you know?

5 A. I don't remember.

6 Again, it's in a document somewhere. I
7 just don't remember.

8 Q. And who was the property sold to?

9 A. The exact entity I don't remember the name
10 of.

11 Q. Okay.

12 A. They were all, like, LLCs, and I -- I don't
13 remember.

14 Q. And you also mentioned the sales of
15 personal assets, and there was -- you referenced a
16 car.

17 What kind of car was it?

18 A. I sold three cars in the year preceding
19 letting Brett and other employees go.

20 Rob and I had some investments in cars, so
21 these were, like, cars that actually went up in
22 value from the time we bought them. These were not,
23 like, daily driver things.

24 So I had a Limited Edition Porsche. I'm

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

873

PATRICIA WEISER

84

1 trying to remember the year. 2011, I think it was.
2 It was a Limited Edition, there were only 356 of
3 them made.

4 It was a 356 remake of the old one, the
5 old/original. I sold that. I sold -- we sold an
6 Aston Martin. We sold -- we sold a Ferrari. I
7 don't remember the make and model of that. That was
8 a -- that was a new -- a new one, like only a couple
9 years old. Well, not a couple years old, it was
10 more than a couple years old.

11 These are all things that were purchased
12 when the firm was doing very well, and when the firm
13 hit these tough times it didn't make sense to keep
14 them, we needed the money to live on, so I sold
15 them. We sold them.

16 Q. Any other personal assets that you've sold?

17 A. I'm trying to remember.

18 I remember specifically kind of coming to a
19 moment in time where I just wanted to sell
20 everything. I wanted to close the law firm and just
21 sell everything and just make life simple again and
22 just, you know, not having Mr. Hartleib like and all
23 this stuff in my life. And so -- so the cars are
24 the things I specifically remember selling, but I --

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

874

PATRICIA WEISER

85

1 I generally went through a multiyear process of
2 really tightening up, cutting out any unnecessary
3 expense anywhere.

4 It was a -- it was a long process, a long
5 thoughtful process to limit our expenses as much as
6 possible because I did not know how long this was
7 going to last and how long I was going to have to
8 come up for ways to pay for this litigation and to
9 defend ourselves in courts across the country
10 against Mr. Hartleib's accusations.

11 Q. So outside of cutting expenses, I just want
12 to ask if there is any other personal assets of high
13 value or notable value that you sold as a result of
14 decreasing revenues?

15 A. I'm not thinking of any as I sit here right
16 now. Not to say that there aren't any, but I just
17 can't -- I mean, there are lines of credit that have
18 been tapped the last five years, like that -- you
19 know, like I -- so we -- we look to lines of credit,
20 yeah. Yeah, and so they're tapped.

21 I can't think of any other assets that
22 we've sold that are of material value like the cars
23 were.

24 Q. For the three vehicles that you listed, you

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

875

PATRICIA WEISER

86

1 mentioned that there was an increase in value.

2 Did all three vehicles experience an
3 increase in value in relation to your purchase
4 price?

5 A. No, they didn't. No, they didn't.

6 The Porsche was the one I was thinking of,
7 and I think I sold that for about what I bought it
8 for, notwithstanding the fact that I had driven it
9 for, you know, almost ten years because it increased
10 in value from the time I bought it until we sold it.
11 So there was an increase in value, but not a
12 corresponding profit, if you will.

13 The -- I -- I -- I mean, car values change.
14 They -- they kind of change over time. They go
15 higher and lower, and you try to sell them at the
16 right time. I -- I believe the other two were sold
17 for less than what we bought them for, but I -- I
18 needed to sell them. I needed to sell them.

19 Q. Okay.

20 Did Archita Patel receive any kind of
21 severance following her termination --

22 A. No.

23 Q. -- or as a result of her termination, I
24 should say?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

876

PATRICIA WEISER

87

1 A. No, not that I recall. Not that I recall.

2 Q. Does the law firm have a retention policy
3 for the employee handbook and prior versions of any
4 employee handbook?

5 A. No policy.

6 Q. Okay.

7 A. I mean, we're a small mom-and-pop shop. We
8 try to keep it simple, so, no, no policy.

9 Q. In your role with the firm, do you
10 currently have any oversight of the firm's website?

11 A. So I -- sure.

12 I have -- I retained the company that
13 maintains it. So if anybody needs anything I would
14 be -- I guess I would be the person to connect with
15 them to change it. I'll be honest, I haven't looked
16 at the website in a while.

17 The -- there used to be more activity on
18 the website in terms of if we have to post a notice
19 or -- like, you know, courts require you to post
20 notices in connection with settlements, and I can't
21 remember that happening for a while now, otherwise
22 it's just the attorneys' bios, contact information,
23 information about our various practices, I think.
24 It's been a while since I worked on it.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

877

PATRICIA WEISER

88

1 We did -- we did do an upgrade of it years
2 ago, not too long ago, but I haven't really thought
3 about it much since.

4 So, yeah, I -- I'm -- I am the person you
5 would -- if someone had an issue with the website I
6 would be the one to reach out to the contractor and
7 fix it.

8 Q. And what's the name of the current
9 contractor that you use?

10 A. I can't remember. It's literally been
11 years since I've had to deal with them. I pay some
12 monthly fee for them to do what they do with the
13 website, but I -- honestly, I -- I just don't
14 remember off the top of my head as we sit here
15 today.

16 Q. Yeah.

17 I don't remember, I don't recall is
18 perfectly acceptable.

19 A. Yeah.

20 Q. If -- do you know whether the current
21 contractor -- well, strike that.

22 Do you know approximately how long you've
23 used the current contractor to maintain your
24 website?

PATRICIA WEISER

89

1 A. Approximately, a couple years.

2 We had someone else prior to that who just
3 lives too far away. It just became impractical.
4 And he -- he does a lot of different things, so we
5 got someone local who can upgrade and update the
6 site. And we did that, I want to say, within the
7 last year or two. So I found them, did that, the
8 website went live, and I haven't thought about it
9 much since.

10 Q. Do you know which contractor The Weiser
11 Firm [sic] would have used in 2016 to maintain its
12 website?

13 A. In 2016?

14 No, I don't. Over the course of the life
15 of the firm -- you're talking about content of the
16 website?

17 Do you mean content or do you mean --

18 Q. Whatever vendor would be used to update
19 or -- or change the -- the website during that time
20 period?

21 A. The website content?

22 I had an individual independent contractor
23 who did work for us on ad hoc basis for a long time.
24 I would have -- I would have no -- I have no memory

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

879

PATRICIA WEISER

90

1 of whether he did work for us in 2016. I don't -- I
2 don't remember.

3 And then we probably had someone before
4 him, and I don't remember -- yeah, I just don't
5 remember, too many contractors ago.

6 2016?

7 No, I just don't remember.

8 Q. Was --

9 A. It would -- it would have been my
10 responsibility to be dealing with that contractor,
11 whoever that was, but I just don't remember in 2016
12 who that was.

13 Q. That's fine.

14 Did Jeffrey Silo ever have a bio or a
15 profile on The Weiser Law Firm website?

16 A. Not, not that I'm aware of, no.

17 He was never an employee, no.

18 Q. Do you know if any attorney contracted by
19 The Weiser Law Firm has ever had a bio or a profile
20 on the firm's website?

21 A. I am -- I am fairly certain that only W-2
22 employees of the law firm have ever had a bio on the
23 website, so no contractors to my recollection as I
24 sit here today.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

880

PATRICIA WEISER

91

1 Q. When was the -- well, when was the last
2 time The Weiser Law Firm hired an attorney as an
3 employee?

4 A. I'm going to -- I'd be guessing. It's one
5 of two people. I don't know who came first.

6 Q. What two people are you referring to?

7 A. So John Gross is a current employee of the
8 firm.

9 You're saying any employees or
10 attorney/employees?

11 Q. Attorney/employees.

12 A. So John Gross and Ross Wolf (ph) would have
13 been the last two hires as I -- if I'm recalling
14 correctly. Who came first, I'm not sure. And Ross
15 worked for us twice.

16 Like he worked for us, and then he --
17 then -- I think we let him go, and then he came
18 back, and then he left on his own accord in the last
19 couple of years. So it's either Ross Wolf or John
20 Gross.

21 Q. For either of those two hires, would you
22 have been involved in the interview process?

23 A. The interview process, no, I would have
24 been involved in the paperwork process, any

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

881

PATRICIA WEISER

92

1 paperwork associated with hiring, I -- no, not in
2 the interview process, no.

3 Q. Currently, does The Weiser Law Firm have
4 any written policies regarding maintaining active
5 bar registration and CLE compliance?

6 A. A policy, no, a practice, sure.

7 Q. What are the current practices of
8 The Weiser Law Firm regarding the maintaining of
9 active bar registration and CLE compliance?

10 A. So, current, today, everyone's responsible
11 for keeping their bar, and registrations and CLEs
12 up-to-date and reporting them to me annually so that
13 I can check with the -- PACKAL (ph), to make sure
14 everyone is compliant.

15 Years ago I -- I was not directly
16 responsible for that years ago. Our paralegals used
17 to track that just mostly to make sure the guys were
18 up-to-date on their CLEs, and we never had a
19 problem.

20 Q. Would the -- well, strike that.

21 Does the law firm cover the cost of annual
22 registration for the Pennsylvania Bar?

23 A. Yes.

24 Q. Do you know if it's ever done so for a

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

882

PATRICIA WEISER

93

1 contracted attorney such as Jeffrey Silo?

2 A. No.

3 Q. Would there -- strike that.

4 Was there any policy for confirming or
5 tracking the bar status or CLE compliance of
6 contract attorneys that the firm engages?

7 A. When?

8 Q. Prior to February of 2017.

9 A. I'm sorry.

10 Can you just ask the question again?

11 Q. Sure.

12 Prior to February of 2017 did the firm have
13 any policies regarding the -- maintaining the active
14 registration of contract attorneys or confirming the
15 CLE compliance of contract attorneys?

16 A. No policy, no formal policy.

17 In practice, the only people we have ever
18 hired as independent contractor attorneys we have
19 either hired through Ableson, who, as part of their
20 service, their contracting service does that, or at
21 least represents that they do that.

22 The only other people we have hired to work
23 as independent contractors are attorneys that we
24 personally know, that we have worked with in the

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

883

PATRICIA WEISER

94

1 past, such as Ms. Goodman.

2 And it's -- it's been so long since we've
3 contracted with anyone, I -- I -- it's a rare thing
4 that we contract, but prior to 2017 I think it was
5 through Ableson, and they were -- we asked them --
6 you know, we would ask them to provide us with an
7 attorney for document review, and it was part of
8 their checklist of things that they would take care
9 of, and that's why we hire them to do it, so that we
10 didn't have to.

11 After the Silo disbarment news, like I had
12 mentioned earlier, we retained a third-party
13 contractor to do background searches for anyone that
14 worked at the firm. And then attorneys of which
15 there are only a few now, either a paralegal or
16 myself checked that on an annual basis. Everybody's
17 in a different group.

18 I don't know how it works for you, but you
19 have a compliance period.

20 And, again, there's only five of us now, so
21 it's pretty easy to keep on track.

22 Q. I just placed on the screen Page 10 of the
23 First Amended Complaint.

24 Are you able to see that?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

884

PATRICIA WEISER

95

1 A. Yeah.

2 If you can make it bigger it would be
3 great, but I could probably go find a pair of
4 glasses.

5 Q. I can zoom in.

6 A. Thank you very much.

7 That's great. I can see it.

8 Q. Okay.

9 So I zoomed in towards Paragraph 59 --

10 A. Okay.

11 Q. -- where it states that Jeffrey M. Silo was
12 hired by the law firm as a contract attorney on
13 several occasions between 2008 and 2017 for purposes
14 of performing document-review work. He was
15 initially sourced through Philadelphia Based Legal
16 Search & Placement Firm Abelson Legal Search, with
17 which the law firm had contracted.

18 Did I read that correctly?

19 A. You did.

20 Q. Okay.

21 So the law firm initially utilized Abelson
22 Legal Search to vet Jeffrey Silo, correct?

23 A. That's what it says, yes.

24 Q. Okay.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

885

PATRICIA WEISER

96

1 And on the subsequent occasions when the
2 law firm engaged Jeffrey Silo, did it utilize
3 Abelson Legal Search?

4 A. I don't know.

5 MR. ROSENZWEIG: I'm going to
6 object to the form, but go ahead, Pat.

7 THE WITNESS: Yeah, I -- I don't
8 know.

9 When -- when -- so, again,
10 separating my administrative role from Rob
11 and other attorneys' substantive role in
12 hiring people, I don't know who decided to
13 use Ableson, whether it was me, Rob or
14 someone else.

15 I mean, they're well-known, but
16 the idea is you would hired them to do the
17 legwork because we don't have the resources
18 to do that, and that's -- so that's where
19 we got him at first.

20 I don't know how -- I know we
21 paid Ableson for his work -- I mean, we
22 paid Ableson, not Silo.

23 I remember throughout the course
24 of this litigation seeing documents that

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

886

PATRICIA WEISER

97

1 reflected payments to Ableson for some
2 period of time, and I don't remember how
3 long that time was. And then at some point
4 down the road -- that's a long period of
5 time, 2000 -- what were the dates again,
6 2000 --

7 BY MR. MOTT:

8 Q. 2008 through 2017 --

9 A. So almost ten years.

10 Q. -- is the range.

11 A. I don't know how many of those years we
12 paid Ableson directly for him or when we paid him
13 directly, that's not something I would have been
14 involved in. I would have been involved in paying,
15 like making sure whoever was supposed to get paid
16 got paid.

17 Q. I'm sorry.

18 A. No.

19 I just generally understand that he worked
20 through Ableson for a period of time, and -- and it
21 wasn't -- he didn't work for us the entire -- he
22 didn't work for us in 2007 or 2000 -- that whole
23 time period he did not work for us, like,
24 consistently. It was for specific cases here and

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

887

PATRICIA WEISER

98

1 there, and I don't know which ones we got -- we --
2 when we -- I just don't know when we used him
3 through Ableson or not.

4 Q. There were some years where Jeffrey Silo
5 was paid directly by The Weiser Law Firm?

6 A. I believe so.

7 Q. Okay.

8 And --

9 A. As an independent contractor, as a 1099
10 independent contractor, not as an employee.

11 Q. Understood.

12 And on those occasions when Jeffrey Silo
13 was paid directly by The Weiser Law Firm, do you
14 know if the firm had any policy to confirm his
15 active bar status and annual registration and annual
16 CLE compliance?

17 A. No, we didn't.

18 Now poo on us, we assumed that it was
19 accurate from the time he came to us through Ableson
20 and -- yeah. Yeah, no, we did not have a policy.
21 After all this happened we instituted one.

22 Q. Okay.

23 A. Not to mention, it would have been fine to
24 have an attorney to do document review who was

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

888

PATRICIA WEISER

99

1 disbarred, just to be clear. I wouldn't have wanted
2 one ever, but, like, I don't fundamentally have a
3 problem with that happening, you know, depending
4 what the disbarment was.

5 It doesn't fundamentally prevent a person
6 from being a good document reviewer. In fact, he
7 was a really good one, apparently, but, yeah, I --
8 that -- that was something Ableson -- we -- I -- I
9 relied on to my detriment, our detriment, Ableson
10 doing that initial screening.

11 It never would have occurred to me in a
12 million years what happened. I'm a little too
13 trusting, I guess.

14 Q. Earlier you mentioned amicus briefs made by
15 Mr. Hartleib.

16 A. Yeah.

17 Q. Have you ever seen one of those amicus
18 briefs?

19 A. I've never read them, no.

20 I am generally aware of their content. It
21 is far too personally upsetting to me to -- it's
22 hard enough for one person in our marriage to be
23 deep in this, both of us can't be, so Rob handles
24 all the substantive dealings with Mr. Hartleib, and

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

889

PATRICIA WEISER

100

1 I -- and he tells me what I need to know in order to
2 do whatever we need to do to get through a day, but
3 I do not involve myself in the day-to-day reading of
4 every awful thing he writes or says.

5 Q. And would that also be true of any of the
6 e-mails that Mr. Hartleib sent regarding The Weiser
7 Law Firm and your husband?

8 A. Again, I'm aware of them.

9 I don't access Rob's e-mail. I'm aware of
10 them. They're all listed in the Complaint. I've
11 read the Complaint.

12 When the Motion to Dismiss Order was
13 entered, I'm aware there are statements that
14 survived for both the defamation and the IIEV
15 claims. Again, I'm aware generally of everything.
16 Rob and I talk all the time, but I do not sit at a
17 desk and read this stuff every day.

18 Q. Okay.

19 Was there ever an occasion where you sat
20 and read the memorandum accompanying the Order in
21 the Sprint case reducing the fee award?

22 A. I -- I would guess that I did because when
23 I refer to -- like it's too upsetting to read these
24 things. This is all -- I relate that all to

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

890

PATRICIA WEISER

101

1 Mr. Hartleib. So the Sprint memorandum was the
2 beginning of it all. And I could not have -- have
3 anticipated, guessed or even dreamed that a
4 nightmare like this could happen.

5 So, no, in the beginning, depending on what
6 was on my to-do list for the day or what my role was
7 at the firm at that moment, that was a material --
8 that was something material to the firm that was
9 going to hit our revenues.

10 For sure I had a conversation with Rob and
11 everyone else at the firm about it. We have
12 meetings all the time talking about things that
13 impact the firm and each other.

14 Did I read it word for word? I don't know.
15 I don't know.

16 It's not necessary for me to read it to do
17 my job, it's necessary for Rob and the guys to read
18 it to do theirs, and I trust them, and I trust their
19 judgment. And I'm pretty busy myself.

20 So, yeah, we segregate our work based on
21 who needs to do what when. So I don't know if I
22 read it, but it wouldn't -- it wouldn't have been
23 the upsetting thing that -- everything that has come
24 since would be.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

891

PATRICIA WEISER

102

1 Like I wouldn't have avoided it because of
2 that, where I -- I could not finish -- I couldn't
3 get through Page 5 of the Amended Complaint two days
4 ago without crying, so that I avoid.

5 Q. Did Rob ever express any concern to you
6 regarding -- not the reduction in the actual award,
7 but the Court's language or characterization of
8 the -- the bills that were submitted?

9 A. I don't remember.

10 I'm sure -- I mean, again, we are business
11 partners and life partners, we talk about
12 everything. I don't remember.

13 MR. ROSENZWEIG: Is it a good
14 time for that break, Mr. Mott:

15 MR. MOTT: Yeah, let's go ahead
16 and do that.

17 VIDEO SPECIALIST: 1:04, off
18 video.

19 (At this time, a luncheon recess
20 was taken.)

21 VIDEO SPECIALIST: 1:36, on
22 video.

23 BY MR. MOTT:

24 Q. Ms. Weiser, earlier when discussing hours

PATRICIA WEISER

103

1 submitted by Jeffrey Silo for payment for his work
2 as a contract attorney you mentioned an attorney at
3 The Weiser Firm [sic] approving either the -- either
4 the hours themselves or the payment for the invoice
5 that he was submitting, and I just want to clarify
6 what the attorney that Jeffrey Silo was working with
7 would have been approving?

8 A. So when invoices are submitted for payment
9 to Cheryl they need to be -- like they need to be
10 approved, in the sense that if they come from an
11 attorney, like if Brett sent an invoice to Mr.
12 Silo, Brett sending that to Cheryl is Brett -- Brett
13 is asking for payment of that invoice.

14 Sometimes we get invoices directly from
15 contractors, and if I just -- if it's related to a
16 case, I need it to go through an attorney just so I
17 know the attorney approves that expense in that
18 case.

19 If it's purely administrative, then it's
20 just me, I take care of it because I know what it
21 is, but if something comes through about a case
22 expense, I need to make sure with the attorney what
23 case it's for so that we make sure we allocate it
24 properly in our books.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

893

PATRICIA WEISER

104

1 So, in the case of Silo, as you mentioned
2 Mr. Silo, so if Brett submitted an e-mail or
3 paper -- I don't know how he did it. I honestly
4 don't know.

5 However that was submitted to Cheryl, it
6 would come from Brett, not Mr. Silo. And if it did
7 come from Mr. Silo, Cheryl would need to get an okay
8 from Brett for the time and whatever -- whatever
9 service was being requested payment for.

10 Q. During Mr. Vaccaro's (ph) deposition he
11 recalled an e-mail that he sent to Jeffrey Silo
12 requesting his Pennsylvania Bar Number and a
13 response by Jeffrey Silo shortly thereafter that
14 same day providing a bar number.

15 Do you know in 2017 whether that e-mail
16 would have been retained or archived or stored
17 anywhere?

18 MR. ROSENZWEIG: Objection as to
19 form because it doesn't relate
20 Mr. Vaccaro's testimony about an e-mail to
21 the date and timeframe you just suggested,
22 but subject to that objection, Pat, if you
23 can, answer it.

24 THE WITNESS: So e-mails are

PATRICIA WEISER

105

1 generally retained and stored.

2 Each attorney organizes their
3 e-mails as they see fit, but as a general
4 matter -- we -- we don't have any policies
5 or rules about retention of e-mails, I can
6 say that, but I -- but -- yeah, so if it
7 was in an e-mail inbox, it -- it's saved
8 there, and we -- and I think people
9 could -- could access it.

10 It's a little confusing question,
11 but that's -- I mean, yeah, if -- if it's
12 in an e-mail, my IT guy could go in and
13 retrieve it.

14 BY MR. MOTT:

15 Q. Well, I guess -- yeah, let me -- let me ask
16 a -- a different question.

17 A. Okay.

18 Q. So if you -- if there were an e-mail
19 communication between Mr. Vaccaro and Mr. Silo
20 around February of 2017, if you were to look for
21 that e-mail you would contact the firm's IT service
22 to locate it or would you look directly yourself to
23 locate it?

24 A. So I personally would not because I

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

895

PATRICIA WEISER

106

1 wouldn't have access to Jimmy's e-mail,
2 Mr. Vaccaro's e-mail. I mean, I guess I do have
3 administrative access, but I wouldn't do that.

4 If we needed to administratively go into an
5 employee's e-mail I would do so through our IT
6 contractor, and if we -- it would be there or it
7 wouldn't be there.

8 And I would -- I would just note that over
9 the course of the existence of the firm we've had
10 two different IT firms. We have moved from
11 hardware, like we -- where we had a server in our
12 office, like a hard server in our office, to
13 cloud-based. We had moved -- during COV -- when we
14 sold the building we moved everything to
15 cloud-based, different platforms.

16 In the moving of the -- in all of that
17 moving everything doesn't always make it to the end,
18 intended spot. So, along the way, over the course
19 of the many years we've had this firm.

20 I'm aware of several occasions where we
21 have lost some electronic information for reasons
22 that go unexplained other than technology, and it's
23 not perfect, but we have a system for saving things,
24 and if it's there, our IT guys will go in and do

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

896

PATRICIA WEISER

107

1 that.

2 At some point, we were -- as soon as we
3 realized about the disbarment and this was going to
4 turn into a litigation -- and, again, there was
5 prior litigation between Abelson and Mr. Silo.

6 I -- I recall asking our IT people to do a
7 search of all e-mails for -- yeah, there's, like, a
8 list of words, and I'm sure Silo was one of them.
9 There were words where I don't remember, but they do
10 a search on all e-mails and come up with what they
11 come up with so we can preserve it for litigation.

12 Q. Do you still have the list of words that
13 was provided to the IT company to search for?

14 A. No, and I -- I don't know that there was a
15 list of words.

16 And, truly, if we asked for all
17 communications to or from Mr. Silo, then I -- I
18 don't know what we asked for specifically, but
19 whatever we asked for they searched for, and they
20 gave us what we needed or asked for, and we would
21 have saved it accordingly.

22 Q. Did you request that your IT provider
23 perform any inquiries in response to the discovery
24 requests that were served by my office on behalf of

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

897

PATRICIA WEISER

108

1 Mr. Hartleib?

2 A. So, yes -- wait.

3 You asked if I asked the IT firm to do
4 that. I don't believe the IT firm needed to be
5 asked at that time.

6 In connection with the district attorney's
7 investigation, we had asked the IT firm -- we had --
8 we did a deep search of all things related to
9 Mr. Silo. At some point, there was one done with
10 respect to Mr. Hartleib, and we gathered documents
11 in response to the district attorney's request.

12 Those were, as I recall, put in a binder
13 and produced to the district attorney. There was an
14 electronic version of that binder that was saved,
15 and over the course of the multiple years since then
16 there are multiple copies of it. And I won't -- you
17 know, there's -- you don't want to delete the copy
18 of what you produced.

19 And my recollection is that there are
20 several -- there was at least a binder and one
21 electronic copy of all of the electronic searches
22 that our IT company did for us in connection with
23 that litigation and this one.

24 Q. The --

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

109

1 A. And, yeah, and then when your -- I'm sorry,
2 your question was about your discovery.

3 So, yes, then I had a preserved group of
4 documents to -- to reference and produce as directed
5 by Counsel knowing that it was a fulsome search, but
6 the search was not initially done in response to
7 your requests.

8 Q. The electronic version of the binder --

9 A. Yeah.

10 Q. -- does the firm still have a version of
11 that?

12 A. I believe so.

13 Q. Does the firm have --

14 A. We have a folder named Silo, and there's a
15 folder named Hartleib, and there are other
16 litigation folders related to the litigation against
17 us, and by us. And where that information is, in
18 which of those folders, I'm not sure, but, yes, I'm
19 certain there is an electronic version of what we
20 produced to the DA. In response to your discovery
21 requests we all responded as directed by our
22 counsel.

23 So if -- if you asked us to search our
24 e-mails for something, we did, and we produced

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

110

1 whatever we found. We responded to your requests
2 fully. To the extent you did not get something that
3 exists, I assume that our counsel claims them
4 privileged. I -- I do not know.

5 Q. What -- what are the names of the two IT
6 firms that you referred to earlier?

7 A. So our current IT firm is H Technology
8 Group.

9 Q. Um-hmm.

10 A. I can't remember the name of the other
11 former one. I can't remember. It was a long time
12 ago.

13 Q. Do you know approximately how long you've
14 been using H Technology?

15 A. So we've moved -- we had a couple --
16 actually, no, there -- there have been several, like
17 so let me step back and say there weren't only two,
18 there were probably three, now that I think about
19 it.

20 Let me step back. Hold on.

21 When we started the firm it was Rob and I
22 in this tiny office, and a friend of ours set up our
23 computers for us. We did not have a network or a
24 whole system. It was literally two of us in an

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

900

PATRICIA WEISER

111

1 office of 500-square feet, and our buddy who is a
2 technological guy set up the computers.

3 After that, we moved into a bigger space.
4 After we hired Brett at least and maybe Debra
5 Goodman we needed to network, we needed to have a
6 network set up. And I believe we used someone from
7 our former firm, like the former firm Rob and I
8 worked at, Schiffrin & Barroway. Their IT guys I
9 stayed in touch with. I was friendly with them. I
10 think they helped us. I don't remember the name of
11 the firm when we used them. It changed since we
12 used them back at Schiffrin & Barroway.

13 And then one of our office managers, her
14 husband had an IT firm. When we moved into the
15 office he designed our IT system at the firm, at the
16 new office in Berwyn, set it up. She was our office
17 manager for some period of time, and while she was
18 our office manager, he provided our IT services.

19 After she left, I -- that's when we
20 switched to ACE. I don't remember the year she
21 left, but I wanted to make a clean break and have a
22 new -- have a new firm, kind of re-evaluate and
23 streamline. Everything in technology just changes
24 so often, I just really wanted to be more

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

901

PATRICIA WEISER

112

1 streamlined.

2 And, ironically, it was just set up so you
3 can do more remote things like we're all doing now.
4 We've been doing this for, like, ten years.

5 So I would say certainly -- certainly prior
6 to 2012 because I was at the firm when I retained
7 them.

8 Q. In their Affidavit of Probable Cause for
9 the criminal proceedings against Jeffrey Silo it
10 references not only a binder but also documents
11 containing IP addresses.

12 Would -- would that -- would those
13 documents be in that Silo folder that the firm
14 maintains?

15 A. I don't know what that means.

16 Q. Okay.

17 Where are -- does the firm have all of the
18 documents that were turned over to the detectives as
19 part of the criminal proceedings for Mr. Silo?

20 A. My -- to my knowledge, yes.

21 Q. And the folder that you have for
22 Mr. Hartleib, is that the result of a search that
23 the IT depart -- that your IT contractor performed
24 looking for the name Hartleib?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

902

PATRICIA WEISER

113

1 A. I don't know. I don't know what's in it,
2 to be honest. I'm seeing in my head the screen.

3 You know, we're a very small firm. We
4 have -- like everything fits into a couple of
5 folders, and there are -- the only separate folders
6 are Hartleib, Silo. I honestly don't know what's in
7 it. I know it's -- I'm pretty sure it exists.

8 It's the place I dump things when I don't
9 have to read them because I'll cry.

10 Q. When the IT department sent you the results
11 of the Hartleib inquiry, do you know how it was
12 delivered to the firm?

13 A. So I -- I do. I remember there being,
14 like, a weird glitchy IT thing.

15 Hold on a second. Let me just think.

16 I remember -- because we needed to produce
17 them, and I believe, like, Archita Patel printed
18 them all out. Like I'm remembering, like, she --
19 like she had to print them out, and so I feel like
20 they had -- I mean, I -- I don't know if this makes
21 technological sense, but I feel like they had to be
22 acc -- she had to get access. They were giving
23 access to her, she printed them out, like, through
24 her e-mail.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

903

PATRICIA WEISER

114

1 I remember there being an issue with her
2 looking like it was all being printed out of her
3 e-mail, like her name was at the top. I don't know
4 if we redacted that or not.

5 It -- it certainly had no relevance to the
6 content of the document. It was just that on the
7 day we were printing them out to produce, that was
8 how we had to do it.

9 I remember there being some technical
10 glitchy issue as -- as to how we can get them from
11 Point A to Point B, and they had to go through
12 Archita's e-mail, I think. And so they all had -- I
13 think -- if I'm thinking of the right production,
14 there was definitely a production where her e-mail
15 tag was on it as if she printed it out.

16 I -- I would suspect, although I -- I don't
17 recall specifically, that we would have gone through
18 each and every page and done some form of redaction,
19 but I don't know that we did. With the documents
20 provided to the DA, I don't -- I don't remember the
21 specifics of that.

22 It would be my practice, and I would have
23 expected that the entire production would have been
24 scanned so that we did have one document that said

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

904

PATRICIA WEISER

115

1 this is what we produced, and I think there's a
2 paper copy as well.

3 So we had the binder being produced and a
4 copy of it to keep for ourselves so that if they
5 called us and wanted to talk about it or had any
6 questions we'd be talking about the same document,
7 and then there would be an electronic copy of it.

8 So, in my perfect world and system, the
9 original, it's copied twice -- well, it gets printed
10 out, copied, put in two binders. One binder gets
11 produced to the DA, one binder stays with us. The
12 contents of both those binders are -- are scanned
13 electronically and saved on our system.

14 I -- I like plans and backup plans and
15 backup plans for discovery. I -- I've been involved
16 in litigation a lot in my life, and being able to
17 substantiate what I produced is an important thing.
18 So I had paper and electronic, I'm certain, of what
19 we produced to the DA.

20 Q. Do you have any knowledge as to what types
21 of documents are in the Hartleib folder?

22 A. As I sit here now, no, I have no idea.

23 Q. Okay.

24 A. I can't remember the last time I -- I -- I

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

905

PATRICIA WEISER

116

1 have no idea.

2 Q. And earlier you mentioned we -- or you said
3 we performed some redactions.

4 Was that -- when you say we, are you
5 referring to the redactions that the firm or its
6 employees personally performed or redactions that
7 were performed by Counsel?

8 A. So I feel like we're talking about two
9 different things.

10 I was talking about the production we made
11 to the DA. I don't know -- and, again, I'm having a
12 memory that may be inaccurate of Archita's name and,
13 like, e-mail tag.

14 Q. No, that -- I'll represent to you that that
15 part is accurate.

16 A. Oh.

17 Q. We have -- we have a large production with
18 Ms. Patel, and that has been explained to me by your
19 counsel, so --

20 MR. ROSENZWEIG: In -- in this
21 case, Pat?

22 THE WITNESS: Okay. Fair enough.

23 So redactions -- I -- I don't
24 know if there were any redactions in the

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

906

PATRICIA WEISER

117

1 documents we produced to the DA, I don't
2 know, period. We produced all of these
3 documents to our counsel, Mr. Rosenzweig in
4 connection with this litigation.

5 If there were any redactions from
6 that point on, they were done by him and
7 his office --

8 MR. MOTT: Okay.

9 THE WITNESS: -- not by us.

10 BY MR. MOTT:

11 Q. Prior to when those documents were provided
12 to your counsel --

13 A. Yeah.

14 Q. -- were any portions of it redacted or,
15 otherwise, removed from the results of the search
16 that was performed by your IT service?

17 A. Not that I'm aware of.

18 In the normal course of business --
19 litigation, in the normal course of litigation, like
20 the steps would be to find the documents, review the
21 documents, review for privilege, you know, so we
22 would go through the normal steps.

23 Whether they applied or anything happen
24 from that, I -- I just don't remember.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

907

PATRICIA WEISER

118

1 Q. Okay.

2 A. I -- I -- I'm trying to envision, like, why
3 we would redact anything going to the DA, and I
4 can't think of a reason, but I just don't remember.

5 Q. For the electronic versions of the
6 documents that are in the folders that you've
7 mentioned --

8 A. Yeah.

9 Q. -- are those the scanned printouts or is
10 that the original electronic version of what came
11 from the IT company?

12 A. Right.

13 So the ones I'm referring to in these
14 folders are the scanned copies of the printouts.

15 The original, I'm not certain -- I'm not
16 certain if that exists. If it does it's something
17 that the IT firm could still access in theory, but
18 Archita is not an employee anymore, so her e-mail is
19 not active. I don't know how much -- I don't know.
20 I don't know if we have that or not or if that's
21 accessible.

22 I specifically remember there being, like,
23 some weird accessibility issues at the time that we
24 had to go through Archita's e-mail, but I don't know

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

908

PATRICIA WEISER

119

1 if the -- the original format still exists, I just
2 don't.

3 Q. Did you ask your IT contractor to perform
4 any other searches other than the ones that we've
5 already discussed pertaining to Silo, the Sprint
6 case or Michael Hartleib?

7 A. I just don't remember.

8 Q. And when you made these search requests,
9 how were they communicated to the IT provider?

10 A. As I sit here right now I do not remember.
11 I mean, either by phone or e-mail are the two ways I
12 communicate with them regularly, although not very
13 regularly, but if -- that's the two ways I could
14 communicate with them --

15 Q. Does the law --

16 A. -- you know, I just don't recall.

17 Q. Does the law firm currently have a main
18 point of contact with H Technology Group?

19 A. So, you know, we've -- we've had a
20 relationship with them for over a decade. So I -- I
21 know the owner, but in terms of IT support, it --
22 there's an IT support number, and we get whoever we
23 get. And they have a great group of people there,
24 and anyone is capable of handling whatever requests

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

909

PATRICIA WEISER

120

1 or problems we have.

2 So it's no one -- no one person, unless it
3 rises to the admin level, and then I would probably
4 call the owner or one of their -- I would probably
5 just call the owner or e-mail the owner.

6 Q. Okay.

7 A. I -- I -- I like to have a relationship
8 with the people I do business with. It makes for a
9 good-working relationship, so, yeah, I -- I -- I
10 would have called -- I called the owner. He's a
11 nice guy.

12 Q. And what's the name of the owner?

13 A. Chris Shank, S-H-A-N-K.

14 Although to be clear, Chris would not
15 perform any search. He would not be the person who
16 I would ask to do a search. He's not a person who
17 would do the search. He's the person if I had
18 trouble with any of his employees conducting a
19 search I would call and say, hey, we're having
20 trouble doing this, do you have any other idea?

21 Like he's not the person I would have asked
22 to do the search, nor would he have been involved in
23 it. It's too far below his pay rate.

24 Q. Were there any issues with the searches

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

910

PATRICIA WEISER

121

1 that you requested that you had to take to the
2 owner?

3 A. No, these guys are great. These guys are
4 great. What -- whatever was possible to be
5 retrieved was retrieved, so, no, I -- I never had
6 any issue at all with any one of these guys who
7 performed for us, certainly not with -- with respect
8 to the document production or search.

9 Q. Now, the First Amended Complaint references
10 an audit that was performed regarding the work of
11 Jeffrey Silo in the Sprint case.

12 Were you involved at all in the audit?

13 A. No.

14 Q. Do you know who was involved in the audit?

15 A. No.

16 Q. Have you -- do you have any knowledge of
17 the result of the audit?

18 A. I'm not sure what you mean by audit, to be
19 honest.

20 Q. Yeah. Okay.

21 A. I wasn't involved in Sprint, in the
22 litigation of Sprint.

23 Q. Okay.

24 As a part of the Sprint proceedings, the

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

911

PATRICIA WEISER

122

1 Court requested billing records to be provided for
2 an in-camera review.

3 Did you have any role in gathering the
4 timesheets or invoices that Mr. Silo submitted in
5 order to comply with the Court's request for the
6 billing records?

7 A. I don't recall being personally involved.

8 My one recollection about Mr. Silo's work
9 and the timekeeping is that it was all done on an
10 electronic platform. I don't remember the name of
11 it, but that all of his time that he billed in that
12 case was, like, real time accounted for, which isn't
13 always the case, but conveniently and luckily it
14 was. So it was all completely backed up and
15 substantiated.

16 It's my recollection, although I personally
17 had no involvement --

18 Q. Okay.

19 A. -- with that software or the timekeeping or
20 the billing or anything about the case.

21 Q. So you're not familiar with what was
22 actually submitted to the Court --

23 A. I don't remember.

24 Q. -- in-camera review?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

123

1 A. I don't remember. I don't think I was.

2 Q. And for -- what is the firm's policy for a
3 retention of case files?

4 MR. ROSENZWEIG: At what point in
5 time?

6 So objection as to form.

7 MR. MOTT: Sure.

8 BY MR. MOTT:

9 Q. Currently, what is the firm's document
10 retention policy for its case files?

11 A. I'm not sure we have a current document
12 retention policy. I know I worked with Counsel at
13 some point in time to come up with one.

14 Again, we have a very unique area of
15 practice, aside -- you know, at the time you're
16 talking about, prior -- like 2017?

17 Like prior to getting into the qui tam
18 business -- we don't have any documents that aren't
19 publically filed other than our attorney notes. So
20 there's no client documents. There's nothing that
21 traditional law firms have to retain for a period of
22 time.

23 Like, for example, wills and trusts, estate
24 attorneys have to retain the stuff for a long time.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

124

1 Like we just don't have any of those documents.
2 They're not part of our litigation or our business.
3 So it was -- I remember discussing whether we needed
4 to have a document-retention policy because we don't
5 have documents which generally fall within those
6 policies. So I don't think -- my -- my recollection
7 is we don't need to have one.

8 From an administrative standpoint, I have a
9 tough time of throwing things away, so I like to
10 have a system that allows for me to get rid of, you
11 know, all the paper, which -- which isn't always
12 much because, frankly, a lot of it -- we are -- we
13 are an online -- like we do have our -- our data is
14 stored online, but, you know, just in terms of you
15 have to pay for storage in the cloud. Like it's not
16 free, so there should be some mechanism whereby to
17 reduce the stuff you're saving.

18 So I -- I do remember -- I don't remember
19 when, but I spoke with Counsel about a policy. I
20 remember drafting one up, and I'm going to say three
21 to five years maybe. Now, that was not in effect
22 when this Jeffrey Silo issue came up. I know this
23 specifically because the documents that were
24 retrieved went far beyond three to five years.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

914

PATRICIA WEISER

125

1 So not having a policy helped us in that
2 case because we had the e-mail that we sent to
3 Ableson, and we were asking for a lawyer, and, like,
4 we found the -- the e-mails relating to the initial
5 hiring of -- or seeking an attorney and then using
6 Mr. Silo.

7 So there's that -- you know, there's, like,
8 a -- there was a tension between wanting a policy so
9 I can clean house and realizing that not having one
10 actually was helpful to us so we could find -- have
11 those documents.

12 So this is my longwinded way of saying
13 there's not a policy in effect right now. I
14 generally try to stay on top of keeping an
15 ordinarily house, and if I am able to purge under --
16 under the direction of Counsel or my accountant, I
17 do so. I don't do it all the time. I don't do it
18 regularly. In fact, there's no regular process, but
19 I -- but I do clean house, and I do it under the
20 guidance of Counsel and my accountant.

21 Q. So regardless of -- of the existence of
22 any --

23 A. Yeah.

24 Q. -- retention policy, do you know if

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

915

PATRICIA WEISER

126

1 The Weiser Law Firm still maintains a case file for
2 the Sprint derivative litigation?

3 A. That's a good question.

4 I don't know. I don't know because I don't
5 know what year that was, and I -- I don't know. I
6 guess it should be closed. It's over. I don't
7 know.

8 I mean, in -- in conjunction with the --
9 the three-to-five year -- like it could be -- it
10 could have been pursuant to that policy we drafted,
11 or because all this is going on we could have held
12 onto it. I -- I don't know.

13 Q. And if you were to inquire as to whether
14 The Weiser Law Firm still maintains the case file
15 for the Sprint derivative case, how would you do
16 that?

17 A. I would go onto the system and look myself
18 in our case file system. I -- I can't imagine it
19 would be in our active cases because it's not an
20 active case. And I think what is more likely is if
21 there are any documents from that case relevant to
22 the -- the litigation by us against Ableson and Silo
23 or Mr. Hartleib against us or us against
24 Mr. Hartleib, all that would be in -- would have

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

916

PATRICIA WEISER

127

1 been saved and stored in folders related to those
2 separate litigations. But the case file itself is
3 publically filed information and documents.

4 They're all readily available online, other
5 than our attorney notes, which are not discoverable
6 anyway.

7 Q. And any documents submitted for in-camera
8 review would also not be publically accessible. So
9 would your office have maintained those records?

10 A. I don't know. I would have to look. I
11 just don't know.

12 Q. If The Weiser Law Firm needed to make an
13 inquiry regarding the in-camera submissions and
14 whether they existed or not, is that a task that you
15 would perform or is that a task that someone else at
16 the firm would perform?

17 A. So I would perform the initial search, and
18 I would just hop on and look, and I would start with
19 active case files where an active case would be,
20 which it is not. So it probably wouldn't be there.

21 There are closed cases stored, which
22 pursuant to the -- the retention/destruction policy
23 I had mentioned that we drafted -- they stay there
24 until the year comes up for them to be purged. I

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

917

PATRICIA WEISER

128

1 would search there.

2 I guess as a last resort I would ask the IT
3 firm if they can do a search and find anything
4 anywhere that I otherwise didn't look, that would
5 be -- that would be my process, and it would end
6 there. If they didn't find it, then it doesn't
7 exist.

8 Again, I -- I don't go into the case files.
9 So that's -- you know, this is something that has
10 not been on my mind ever, so I'm just -- I'm just
11 telling you how I would look for it because I know
12 where things generally should be. And if I couldn't
13 find them there I would ask the IT firm to help, and
14 that would be it.

15 Q. Have you ever made an inquiry into whether
16 the firm possesses the records that were submitted
17 for in-camera review in the Sprint case?

18 A. Me personally, no.

19 Q. Okay.

20 At any point did you direct another
21 employee of The Weiser Law Firm to make an inquiry
22 or search into whether the firm possessed the
23 billing records that were submitted for in-camera
24 review?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

918

PATRICIA WEISER

129

1 A. I have no recollection of that.

2 Q. At any point did you ask your IT provider
3 to inquire or search for the billing records that
4 were submitted for in-camera review in the Sprint
5 case?

6 A. I have no personal recollection of that.

7 Q. Outside of any attorney representing you or
8 your law firm and the attorney employed by the law
9 firm, have you ever communicated with an attorney
10 related to my Michael Hartleib?

11 A. I -- I don't understand the question.

12 Q. Sure.

13 Have any colleagues of the firm ever
14 communicated with you regarding Michael Hartleib
15 outside of any attorney/client relationship?

16 A. I don't speak with anyone about Hartleib,
17 that's Rob's -- that's something I just -- I just
18 stay out of. So I don't recall speaking to any
19 attorneys about Hartleib. The only -- I only speak
20 to Rob about it, and then he handles the details and
21 anything relating to Mr. Hartleib.

22 Q. Has Rob ever forwarded you an e-mail
23 communication or a text message from a
24 colleague/attorney regarding Michael Hartleib?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

130

1 A. I can't recall. It's possible.

2 I mean, we communicate in person. We
3 communicate by e-mail. We communicate by text.
4 Like Rob and I communicate all the time. And
5 sometimes it's to download things that he wants me
6 to be aware of or that we need to discuss and figure
7 out. Sometimes it's to convey what's happening in
8 cases or with other people, and sometimes it is --
9 he does forward e-mails to -- to let me know what
10 other people are thinking, doing or saying.

11 So it could be, but I -- I have no -- I
12 have no recollection of that as I sit -- I have no
13 specific recollection as I sit here now.

14 Q. Have you ever seen any kind of printed or
15 written communication where someone mentioned
16 Michael Hartleib and the impact he was having on the
17 firm?

18 A. Something written?

19 I'm just drawing a blank. I think I'm not
20 sure what you're referring to, and I'm not
21 remembering anything that would qualify as an answer
22 to the question you're asking me, which I don't
23 entirely understand.

24 Q. Okay.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

920

PATRICIA WEISER

131

1 Do you have any knowledge as to how
2 The Weiser Law Firm gets signed for shareholder
3 derivative cases?

4 A. Rob's in charge of all client dealings and
5 communications.

6 Q. I understand that, but do you have any
7 knowledge as to how the firm obtains clients as
8 shareholders for derivative cases?

9 A. I do generally.

10 Q. And what is your general knowledge
11 regarding how the firm obtains shareholder
12 derivative clients?

13 A. There are a variety of ways.

14 I mean, this is -- this is our -- our
15 secret sauce here, like this is, like, the stuff
16 that nobody talks about because you don't -- like
17 this is how we stay in business.

18 I have to answer this?

19 I mean, we have relationships. We have a
20 lot of relationships. The easy answer is we have a
21 lot of relationships with folks who have connections
22 with people who have an interest in monitoring their
23 shareholders -- their holdings, their shareholdings
24 in a variety of companies in an active way, that are

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

921

PATRICIA WEISER

132

1 interested in the type of work, are interested in
2 finding out about fraud conducted by
3 publically-traded companies, people who are
4 interested in being activists in trying to right
5 those wrongs, people who have suffered damages and
6 losses as a result of security fraud, insider
7 trading, any number of illegal acts by officers or
8 directors of corporations. And so it's the
9 relationships that are the way we get our clients
10 and cases. And there are layers to it.

11 So we are -- we are -- we have strong
12 relationships with clients of ours, and then those
13 clients may refer us to other clients. We have
14 strong relationships with people who have access to
15 lots of potential clients, people that are -- that
16 are very interested and are active in the markets.

17 So it's a relationship business, and being
18 able to maintain those relationships and keep them
19 healthy and happy and friendly -- you know, these
20 are people we -- we -- you know, they're good,
21 strong relationships, colleagues and friends.

22 So if people come upon -- like we get
23 calls, random, unsolicited calls who say, oh, my
24 gosh, is this happening at my company or at this

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

PATRICIA WEISER

133

1 company I own stock in? You know, is this something
2 you can look into? Is this -- could this be a case?

3 We have -- you know, sometimes insiders are
4 companies. Officers, directors will reach out to
5 discuss wrongdoings. Usually, it's a -- it's a --
6 being connected with shareholders.

7 In the case of derivative, it's -- it's
8 being connected with shareholders who are
9 longstanding holders of publically-traded companies
10 who have standing to bring an action on behalf of
11 the company, which is how derivative actions work,
12 to right some wrong that occurred at the company.

13 Because as the -- as the law goes, the
14 officers and directors won't sue themselves, so you
15 file a lawsuit on behalf of the company against
16 them. That's how derivative litigation works,
17 generally, to my knowledge. And getting those
18 clients are -- all come through relationships we
19 have with certain clients, and people who have
20 relationships with -- you know, extended
21 relationships with other clients.

22 And we're known for our expertise and our
23 integrity and professionalism and all the good
24 things we have built up over a lifetime of careers,

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

134

1 and so we are sought out for that through the
2 relationships we have.

3 Q. Is Oliver Thielier one of the relationships
4 that the firm maintains for client referrals?

5 A. Oliver is one of the people who Rob has a
6 business relationship with and friendly relationship
7 with, who -- yes, we are connected with clients or
8 potential clients or people who are concerned about
9 something and they want to discuss something that we
10 have an expertise in, and he connects them with us
11 or us with them. I'm not sure how that works
12 specifically, but, yes, he is one of the sources of
13 clients who are looking for you or who are looking
14 for information about the public holdings, which
15 they have in their brokerage accounts, the -- the
16 public holdings they have in stock.

17 Q. And just a bit ago you mentioned
18 relationships with the type of people who have lots
19 of access to potential representative plaintiffs.

20 Can you give me an example of someone or
21 the type of person who would have lots of access to
22 potential shareholders plaintiffs?

23 A. Sure.

24 MR. ROSENZWEIG: I'm going to

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

924

PATRICIA WEISER

135

1 object to the question.

2 Mr. Mott, I don't know how that's
3 relevant, and I think it's going far afield
4 of trying to discover something that is
5 relevant to the claims in this case.

6 MR. MOTT: All right.

7 Are you going to instruct her not
8 to answer?

9 MR. ROSENZWEIG: I'm going to
10 instruct her not to reveal any trade
11 secrets of The Weiser Firm [sic].

12 MR. MOTT: Sure.

13 THE WITNESS: You know, over a --
14 the course of a career people build
15 relationships so that they can do business.

16 So if there's someone who has --
17 who like -- who has a lot of friends, who
18 owns a lot of stock in a lot of companies
19 and they have built up this -- this world
20 of friendships of people who are similarly
21 interested in monitoring their
22 stockholdings and possibly becoming active
23 in litigation to right wrongs that are
24 unearthed through various means -- I mean,

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

925

PATRICIA WEISER

136

1 it's a lifetime of building relationship.

2 So if I have a relationship with
3 Joe Smith, and he has a relationship with a
4 book of people that he has -- he has built
5 over the course of his career, that --
6 those are the types of relationships that
7 you rely on to find clients in cases or
8 have clients find you for cases.

9 It's a two-way street. It's
10 not -- it's not the part of the business
11 that I am involved in, that's strictly
12 Rob's area of business. And I'm just
13 speaking to generally, not specifically of
14 my knowledge of how this has worked in this
15 field since I've been in it from 2000 to
16 present day. Keeping in mind, of course,
17 that I have not been actively litigating
18 since 2012.

19 But I -- I am a professional who
20 understands how business relationships
21 work. And business works because people
22 have relationships. And you spend a
23 lifetime of building them. And a lifetime
24 of building them can be destroyed, at least

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

926

PATRICIA WEISER

137

1 a lot of pressure be put on them such that
2 you don't want to do business anymore
3 because it's not worth the hassle of having
4 to deal with the stress of harassment by
5 Mr. Hartleib.

6 BY MR. MOTT:

7 Q. Do you know whether The Weiser Law Firm
8 receives referrals from other shareholder derivative
9 plaintiff's counsel, such as those who were involved
10 in the Sprint litigation?

11 A. (No response.)

12 Q. I'll -- I'll withdraw the question then and
13 try to simplify it --

14 A. Okay.

15 Q. -- a little bit.

16 Does The Weiser Law Firm receive client
17 referrals from shareholder derivative plaintiff's
18 attorneys? I'll just leave it at that.

19 Do they -- does The Weiser Law Firm receive
20 client referrals from shareholder derivative
21 plaintiff's counsel?

22 A. You'll have to ask Rob that. I don't know
23 the answer to that.

24 Q. When you reference the maintaining and --

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

138

1 and building of relationships over time, do you
2 include your -- the shareholder derivative
3 colleagues, the plaintiff's attorneys that
4 The Weiser Law Firm works with?

5 MR. ROSENZWEIG: Objection as to
6 form.

7 THE WITNESS: Like what do you
8 mean by shareholder derivative attorneys?

9 BY MR. MOTT:

10 Q. So the -- so, for instance, the -- the
11 attorneys who represented -- who represent
12 shareholder derivative plaintiffs in matters that
13 have been consolidated with the matter that
14 The Weiser Firm is involved in, does The Weiser Law
15 Firm maintain those relationships for purposes of
16 obtaining new business?

17 A. Yes.

18 I mean, we -- we try to maintain all the
19 relationships we have. One, for the purpose of
20 having a good relationship because that makes work
21 so much better and so much easier when you actually
22 like to work with the person.

23 I think we're fortunate, generally, present
24 company excluded, to not have to -- to work with

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

928

PATRICIA WEISER

139

1 people we don't really want to work with. And, so,
2 yes, we have built and preserved relationships over
3 the course of our entire careers, 20-plus-odd years
4 so that we can continue to work together with people
5 who we respect and admire and -- and want to work
6 with in a field that we have worked very hard in for
7 20-odd years to gain an expertise that allows us to
8 pursue litigation to a successful end, both for our
9 clients, the companies, frankly, on whose behalf
10 derivative cases are brought, their shareholders and
11 the firm and our employees, and by extension my
12 family.

13 I mean, this is what we do for a living.
14 So, yeah, the relationships are a necessary part of
15 building a firm and a career. We have done that,
16 and it has for years now felt very at risk and under
17 attack.

18 Q. Did you have any of your own communications
19 with the Pennsylvania Disciplinary Board regarding
20 your self-reporting for Jeffrey Silo?

21 A. I do not have any specific recollection of
22 how that was conducted.

23 Again, we -- I -- I testified earlier about
24 the firm in Chester County that assisted us with

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

PATRICIA WEISER

140

1 that, either through advice or -- I -- I just don't
2 recall the -- the process, phone, paper, otherwise,
3 where we self-reported, nor do I recall the extent
4 of my involvement in that.

5 I don't recall being involved in that other
6 than general discussions with Rob, possibly being on
7 a phone call with that firm, although I don't recall
8 that, just generally discussing what the plan was,
9 what the alternatives were, why this was being
10 recommended and then -- I don't remember personally
11 being involved in that, although I was generally
12 aware.

13 Q. Have you ever seen the Wall Street Journal
14 article regarding the fee reduction in the Sprint
15 case?

16 A. I'm aware of it.

17 Q. Have you ever read it?

18 A. I -- I feel certain that I did, but I don't
19 recall.

20 Q. Did you have any response to statements in
21 the article or the contents of the article regarding
22 how it described the judge's ruling for the work of
23 Jeffrey Silo?

24 A. I don't recall specifically as I sit here

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

PATRICIA WEISER

141

1 today.

2 I mean, this is a topic that Rob and I have
3 discussed at length for the duration, from the day
4 we found out that Mr. Silo had been disbarred 20 or
5 30 years prior, and -- and that -- that particular
6 article has come up in conversation. The specific
7 content thereof, I -- I have no specific
8 recollection of.

9 My -- my focus has always been on
10 identifying the untruths and doing everything in my
11 power to preserve the integrity and the reputation
12 of the law firm and its people.

13 Q. Do you recall any untruths in the
14 Wall Street Journal article?

15 A. I don't, not as I sit here today I do not.

16 I don't recall any specifics in the article
17 right now, period.

18 Q. What actions did The Weiser Firm [sic] take
19 to protect its reputation following the publication
20 of the Wall Street Journal article?

21 A. I don't recall specifically in response to
22 the Wall Street Journal article. My specific
23 recollection, as I testified to earlier, was how we
24 responded to the -- to finding out that Mr. Silo had

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

931

PATRICIA WEISER

142

1 been disbarred many years prior, how that was going
2 to impact the firm, and specifically inside the
3 Sprint matter, and more generally in any other
4 matters that Mr. Silo had been involved in or more
5 generally just how this would impact the reputation
6 of the firm.

7 We quickly determined that we
8 had (indiscernible) --

9 MR. ROSENZWEIG: (Indiscernible.)

10 THE WITNESS: Sorry, Phil?

11 MR. ROSENZWEIG: That was
12 (indiscernible).

13 No, no, continue, please.

14 THE WITNESS: No problem.

15 We quickly determined that we
16 had -- we had -- there had been no
17 wrongdoing on our part.

18 We continued our investigation to
19 understand the wrongdoing by Mr. Silo and
20 then the rest, in my memory, is some
21 combination of trying to -- discussing and
22 talking about and thinking about how best
23 to respond or not to Mr. Hartleib's
24 continual harassment publically in the

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

932

PATRICIA WEISER

143

1 courts and privately toward my husband by
2 e-mail and phone.

3 And for a time we -- I thought it
4 best to ignore it, and it would go away, it
5 always worked with my little brother, and I
6 didn't see the benefit to us spending time
7 and money to fight what I thought was,
8 like, a crazy person talking crazy, and I
9 had hoped that our trusted colleagues and
10 friends would see that.

11 And in a large part, they did,
12 but that kind of doesn't matter when you
13 all have to stand in front of a judge some
14 day. So whether they believed and have
15 faith in us and trusted us in our
16 integrity, doesn't mean they want to stand
17 next to us when they're asking to be lead
18 counsel. And that's really a difficult
19 thing after twenty years of practice.

20 If we had done something wrong,
21 it would make sense, but having done
22 nothing wrong, it's a -- it's a hard pill
23 to swallow to have your colleagues feel for
24 you. And some of them have dealt with

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

933

PATRICIA WEISER

144

1 Mr. Hartleib. So they really feel for us,
2 and they know what we're going through, but
3 what -- what we did specifically with
4 respect to that article, I -- I couldn't
5 tell you.

6 I -- I -- I think in general
7 terms of what I have done personally and
8 professionally in my life, to deal with the
9 stress and the problems caused by
10 Mr. Hartleib for my firm, my husband, my
11 family, my colleagues, and my employees,
12 both former and current.

13 And, honestly, like, for the last
14 several years I try not to think about
15 this. You know, I -- I tried to read the
16 Amended Complaint two days ago, and I -- I
17 almost had a panic attack. Like I really
18 just try not to think about this, and I
19 just have faith that it's all going to work
20 out in the end.

21 And if in the end it means we
22 don't have a law firm, fine. Like fine.
23 I'm over it. It's wrong though.

24 You know, Rob and I have been

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

934

PATRICIA WEISER

145

1 together since we were sixteen years old.
2 We built this from nothing. We treated our
3 employees like family because they are like
4 family, and we try to do right by them, by
5 our clients against corporate America,
6 which is constantly trying to do something
7 to pull one over on them all. I feel like
8 we're doing the right thing.

9 And to have your name drug
10 through the mud in a Wall Street Journal
11 article that every colleague we know and
12 every friend we know reads, is -- it's very
13 hard.

14 And I can laugh it off and roll
15 my eyes and be like, oh, yeah, he's just a
16 crazy person, and they may agree with me,
17 but it hurts. It really hurts. And this
18 has caused me such physical and emotional
19 pain and anguish seeing my husband go
20 through this, myself, but living in a house
21 with kids who you, like, don't want them to
22 know that, like, this crazy shit happens,
23 but at the same time you want them to know
24 what the world is like, and you want them

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

935

PATRICIA WEISER

146

1 to be prepared for it. It's just so hard.
2 I -- I have -- I have to take medication
3 sometimes for my anxiety and panic attacks.

4 It's, like, I was a bad-ass
5 litigator, nothing bothered me. This has
6 totally crushed my soul. And I'll do
7 whatever I need to. To get through this
8 with my husband is all that matters.

9 If we have a firm, great. If we
10 don't, fine. We'll be fine. But it is not
11 right that this man can just spout all of
12 this awful stuff in courts that prevents us
13 from doing the thing we worked twenty years
14 to be able to do, because he's wrong.

15 I don't know why he thinks what
16 he thinks, I have no idea, but he's wrong,
17 and this is wrong.

18 MR. ROSENZWEIG: If you need a
19 minute --

20 MR. MOTT: Yeah.

21 Would you like to take a couple
22 minutes?

23 THE WITNESS: Yeah, please.

24 VIDEO SPECIALIST: 2:36, off

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

936

PATRICIA WEISER

147

1 video.

2 (Pause in the proceedings.)

3 VIDEO SPECIALIST: 2:40, on

4 video.

5 MR. MOTT: Okay.

6 BY MR. MOTT:

7 Q. Ms. Weiser, are you okay to continue?

8 A. Yes.

9 Q. Okay.

10 Regardless of how Mr. Silo came into the
11 employment or -- you know, he came to be a
12 contracted attorney with The Weiser Law Firm, is the
13 facts that that happened with The Weiser Law Firm,
14 employed Jeffrey Silo and that it turned out that he
15 was disbarred, harmful to the firm's reputation?

16 MR. ROSENZWEIG: Objection as to
17 form. It has been testified to quite
18 clearly that he was never employed.

19 And, Mr. Mott, your question --
20 correct --

21 MR. MOTT: I will rephrase.

22 MR. ROSENZWEIG: Yeah, okay,
23 thank you.

24 So it's objection as to form.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

937

PATRICIA WEISER

148

1 Thank you for withdrawing it and
2 rephrasing it.

3 THE WITNESS: I can answer?

4 MR. ROSENZWEIG: No.

5 MR. MOTT: I'm going to re -- I'm
6 going to rephrase the question to correct
7 Phil's legitimate objection.

8 BY MR. MOTT:

9 Q. Does the fact that The Weiser Law Firm
10 engaged Jeffrey Silo, regardless of how it came to
11 be, and did so on several occasions, harmful to the
12 firm's reputation?

13 A. No.

14 I mean, I -- if you had asked me this
15 before it happened, I would have been like, oh, my
16 gosh, but I -- it was shocking, and it's -- it's
17 shocking that it happened, right? It's shocking
18 what he did. I guess not so shocking why he did it,
19 but it is.

20 But the fact that we had no part in it,
21 that we didn't orchestrate it, like it was
22 perpetrated on us it -- it -- it gave us something
23 to deal with, and we did, but it in no way injured
24 the reputation of the firm because we had nothing to

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

938

PATRICIA WEISER

149

1 do with it.

2 And it was interesting in talking with both
3 counsel at Blank Rome and, like, the ethics counsel
4 and just colleagues, like, through the couple -- for
5 the time after finding out he was disbarred, I mean,
6 I heard a lot of stories about crazy things that
7 happened at firms, including this at one of them. I
8 can't remember which one, but somebody said, oh,
9 that happened to us too. And I'm like what?

10 Like I just can't imagine this happening at
11 all. And, you know, this isn't something people
12 talk about all the, you know, bad things that happen
13 in a day at work, but in talking with colleagues
14 about the disbarment issue itself and the contract
15 attorney, who wasn't a licensed attorney, I was -- I
16 was pleasantly surprised to learn that people were
17 not surprised.

18 Again, I put this in the category of me
19 being pretty naive even at my advanced age that this
20 stuff happens, but, no, at -- I never at any time
21 felt that that -- the day -- the day it came out I
22 was concerned about what we were going to do to, A,
23 find out what really happened, and, B, correct
24 the -- like correct whatever needed to be corrected

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

939

PATRICIA WEISER

150

1 in order to preserve our reputation because we
2 hadn't done anything wrong.

3 And so, no, that -- that in and of itself,
4 no, because we hadn't -- again, we hadn't done
5 anything that would hurt our reputation. It was
6 perpetrated on us. We pursued an action against
7 Mr. Silo and Ableson and came to a resolution. So
8 no, that -- that -- at no time did I think that
9 that -- that I feel that that hurt our reputation.

10 When -- when -- when that information gets
11 take -- like when that information ends up in an
12 article and gets taken out of context and then
13 assumptions, presumptions and conclusions are made
14 which are unfounded, that hurts a reputation.

15 When Mr. Hartleib goes into courts all
16 around the country making that look like something
17 that it is not, including that we perpetrated it,
18 that hurts our reputation because all of that goes
19 to the insinuation that we did something wrong,
20 which we did not.

21 Q. Do you know if The Weiser Law Firm
22 possesses any documents referring to an Alex or
23 Alexander Silo, other than what was submitted as
24 part of the Sprint litigation?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

PATRICIA WEISER

151

1 A. I don't -- I don't even understand what
2 you're asking, but, no, I don't. I'm not aware of
3 any documents with -- no.

4 I don't understand the question.

5 Q. Sure.

6 A. Sorry.

7 Q. Are you aware of any documents referring to
8 the name Alex or Alexander Silo?

9 A. The name -- I -- I'm familiar with the
10 name. I'm not familiar as I sit here today with any
11 documents on which that name appears. I'm sure it
12 does. It's one of the names involved with Silo.
13 And I don't -- honestly, as I sit here, I'm not sure
14 which is his real name because it doesn't matter to
15 me anymore, that's resolved.

16 So, no, I don't -- and, you know, I'm sure
17 there are documents. I -- I don't -- as I sit here
18 today I couldn't identify any of them.

19 Q. For purposes of preparation of any, like,
20 accounting disclosures or tax filings, would the
21 firm have used the name Jeffrey Silo or some
22 iteration of Jeffrey Silo?

23 A. So let me answer that in two parts. For
24 the period of time when we were paying Ableson

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

941

PATRICIA WEISER

152

1 directly for his work, no, we would have gotten
2 their tax ID number, and the 1099 would have went to
3 them.

4 For any period of time where we contracted
5 with him directly or -- I take back contracted
6 because I don't believe there's any contract -- any
7 period of time that he did work for us directly and
8 not through Ableson, the normal -- the normal tax
9 rules would apply whereby if he made over a certain
10 amount he would be 1099 for those amounts.

11 And -- and in order to be 1099 we would
12 have needed to get a W-9 from him that he would have
13 filled out and signed and submitted to us. We would
14 not have written a check without a W-9 being
15 submitted.

16 Q. And --

17 A. W-9 or W-4?

18 I'm sorry, W-9. W-9, yes.

19 Q. For the times that The Weiser Law Firm
20 engaged Jeffrey Silo as a contract attorney, would
21 he have submitted a -- a new W-9 on those occasions
22 or on each occasion or would it just be a single
23 1099 for the first time The Weiser Law Firm engaged
24 him independently?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

942

PATRICIA WEISER

153

1 MR. ROSENZWEIG: Objection as to
2 form.

3 Hold on, Pat.

4 THE WITNESS: Yeah.

5 Go ahead.

6 MR. ROSENZWEIG: Mr. Mott, you
7 muddled up 1099 and W-9, so I'm going to
8 have to ask you to ask the question again.

9 MR. MOTT: Yeah.

10 No, I appreciate you catching
11 that and bringing it to my attention.

12 Okay.

13 BY MR. MOTT:

14 Q. So in order for Mr. Silo to be paid for his
15 work from The Weiser Law Firm, would -- he would
16 have provided the firm a 1099?

17 A. No.

18 Q. No, I'm sorry, let me correct that, a W-9.

19 A. For the first time any contractor submits
20 an invoice, in order to get payment they have to
21 submit a W-9.

22 So the first time he did work for us where
23 we had to pay him over a certain amount, I don't
24 remember what that amount is, it could be 500 or

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

943

PATRICIA WEISER

154

1 1,500, I -- I just can't remember. That's a Cheryl
2 thing. Cheryl would have asked before she wrote
3 that check for a W-9.

4 If, for example -- let's say the amount's
5 1,000 -- like, again, I just don't remember what the
6 amount is, that's Cheryl's daily work.

7 So if it was 1,000 and we paid him 200,
8 then 400, then 200, it wouldn't have been until he
9 went over that amount that, I believe, Cheryl would
10 have asked for a W-9. I just -- I just don't
11 remember how it worked in this particular instance.

12 But at some point a 1099 would have been
13 prepared for the monies that we paid him, provided
14 in any one year they were in excess of a certain
15 amount, otherwise he would not get a 1099 because it
16 wouldn't be required.

17 I -- I do not know what he made in any
18 given year for us. So I don't know if he submitted
19 a W-9 or got a 1099.

20 Q. Would the 1099 or any 1099 issued to
21 Jeffrey Silo from The Weiser Law Firm contain the
22 name that was stated on the W-9?

23 A. Yes.

24 So exactly what is written on the W-9, the

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

944

PATRICIA WEISER

155

1 name and the Social Security number, are what would
2 appear on the 1099, and the address. And that's
3 where the 1099 would be sent to, that name, that
4 address.

5 Sometimes they get sent back to us. I
6 don't recall if it did, but that's -- it is the
7 information from the W-9 that goes onto the 1099,
8 yes, and -- and on the check or any check.

9 Q. And do you know whether the firm still has
10 the W-9 or any W-9 from Jeffrey Silo?

11 A. I don't know because I don't know if we
12 ever got one because I don't know how much he was
13 paid as I sit here today, so that's my first answer.

14 If it was more than seven years ago that we
15 got it, then probably not because all tax records
16 can be purged after seven years. I -- that's also a
17 question for Cheryl specifically because I don't
18 know what -- where she stores them, if she stores
19 them. I don't know how she accounts for them
20 when -- like she collects them, and she does the
21 1099s. I don't know -- I don't know where that
22 documentation is or stays, so you would have to ask
23 her. I get it for her and give it to her, but what
24 happens after that I don't know.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

945

PATRICIA WEISER

156

1 Q. Okay.

2 When you requested that your IT provider
3 perform searches related to Silo from Mr. Hartleib,
4 what was -- what was the scope of the inquiry? Was
5 it in the entire cloud or an entire server or were
6 they searching -- or was it a more limited search?

7 A. My -- if memory serves, we were doing an
8 e-mail search. So any active e-mail boxes would
9 have been searched.

10 I'm not an IT person, so I don't know what
11 that means in terms of -- I'm not an I -- I mean --
12 I mean, all of the e-mails were searched for
13 whatever we asked them to search for.

14 Q. Okay.

15 A. Yeah.

16 Q. And so the -- to your knowledge, was the
17 search that they performed just for e-mails or was
18 it for any other type of documents?

19 A. I don't remember. I don't remember.

20 I mean, they certainly can check the entire
21 server, but I don't know -- I don't remember the
22 specific search terms, so I don't know what
23 specifically we were asked to look for.

24 My general recollection is we were looking

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

946

PATRICIA WEISER

157

1 for e-mails related to Silo, Ableson and at some
2 point, Hartleib. Again, documents, like, case
3 related documents. So, yeah, e-mails was my
4 recollection of what the search was.

5 Q. Okay.

6 A. But I -- but I -- but I don't remember
7 specifically.

8 Q. The Hartleib folder --

9 A. Yeah.

10 Q. -- for the scanned search results, do you
11 know if that folder has anything in it?

12 A. So I'm just going to correct you there that
13 the scanned search results are -- I don't believe
14 they're in the Hartleib folder. I believe they're
15 in the Silo folder because that was the documents
16 that we were asked to gather in response to the
17 district attorney's investigation, and that
18 commenced in relation to Mr. Silo. So they would be
19 in the Silo folder.

20 I mean, I suspect that the Hartleib folder
21 just has the litigation documents related to
22 Mr. Hartleib, but I -- I just don't remember. I --
23 I know there is or was a folder labeled Hartleib.

24 As this grew into becoming the scope of

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

158

1 what it's become -- you know, I -- I'm sure at the
2 time I had hoped and thought that this was going to
3 be, like -- if I get more than two or three
4 documents on an issue, I create a folder for it for
5 as long as it needs to live and then put it where it
6 needs to go.

7 This, obviously, turned into a much, much
8 larger mess, so the organization thereof certainly
9 changed over time.

10 I -- I don't know what's in the Hartleib
11 folder, if it exists with just that name on it now.
12 But your question about the documents gathered in
13 response to the district attorney's investigation,
14 those documents were in the Silo folder and a
15 separate paper binder.

16 Q. I'll try to be a little bit more simple and
17 direct.

18 Did the IT provider's search for Hartleib
19 turn up anything? Were there any results from that
20 search?

21 A. I don't know. I don't remember.

22 Like I have never had any communications
23 with him, so, like, I don't -- I couldn't even
24 imagine what the role of that search would be, I --

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

PATRICIA WEISER

159

1 I don't know.

2 Rob may be able to speak more on that
3 specifically in terms of what was being looked for.
4 I was more responsible for just the administration
5 of it and the gathering of it and making sure the
6 documents got to who was asking for it, not the
7 content thereof.

8 Q. Getting to the Ableson and Silo
9 litigation --

10 A. Yeah.

11 Q. -- do you -- do you have any knowledge as
12 to whether The Weiser Law Firm produced any
13 documents related to that litigation?

14 MR. ROSENZWEIG: Objection as to
15 form.

16 Produced documents related to
17 that litigation in what context?

18 MR. MOTT: In response to any
19 discovery request.

20 MR. ROSENZWEIG: In this case?

21 THE WITNESS: In what litigation,
22 in this litigation?

23 BY MR. MOTT:

24 Q. No, in the Ableson/Silo litigation?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

160

1 A. I don't remember. I don't remember. As
2 soon as that was over, I purged that from my head.

3 No, I don't remember.

4 Q. Do you know how much -- well, strike that.

5 Of the settlement proceeds from the
6 Ableson-and-Silo litigation, were those payments
7 that you would have handled in your role as an
8 administrator with The Weiser Law Firm in terms of
9 the receipt of those payments?

10 A. What -- what payments?

11 Q. The -- the payments by Jeffrey Silo and
12 Ableson Legal Search, to The Weiser Law Firm.

13 A. I'm not aware of any.

14 Q. Mr. Silo testified that there was a payment
15 made, and he described the amount as around or -- or
16 less than his monthly Social Security payment that
17 he receives.

18 A. Hmm, I -- I honestly don't have any memory
19 of that.

20 Q. Okay.

21 A. I -- I have no knowledge of that, or at
22 least I don't remember, as I sit here right now.

23 Q. And for any payment that was disbursed to
24 The Weiser Law Firm, has settlement proceeds from

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

950

PATRICIA WEISER

161

1 Abelson Legal Search -- do you have any recollection
2 regarding that payment for disbursement?

3 A. I -- I just don't.

4 I mean, I don't remember. I don't
5 remember. It doesn't -- I don't remember feeling
6 that it was successful in terms of financial
7 recovery. My -- my vague recollection is only if
8 there was any money, it was used to satisfy
9 Mr. Rosenzweig's bills that were outstanding to some
10 small degree, but -- but, like, honestly, I -- I
11 cannot remember there being some proceeds in that --
12 that case.

13 And maybe that's just how I follow the way
14 of my memory with a big fat zero, so -- monetarily
15 anyway.

16 Q. As part of the efforts to protect the
17 firm's reputation, did anyone from the firm ever
18 contact or reach out to the Wall Street Journal to
19 request a correction or retraction of the article
20 that they published?

21 A. Not that I'm aware of.

22 Since the very beginning of my career, my
23 general -- my general -- Rob and my general process
24 is to not engage with the Press, just to do our jobs

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

951

PATRICIA WEISER

162

1 and keep our heads down. You know, yesterday's news
2 becomes today's kitty litter, you just move on with
3 your work.

4 I do not know if Rob or anyone else reached
5 out to the Wall Street Journal. I suspect not. I
6 know I did not.

7 Q. Do you know if the firm's efforts to
8 protect its reputation included any attempts to
9 decrease the visibility of the Wall Street Journal
10 article or any republication of the Wall Street
11 Journal article?

12 A. I'm not sure how we would do that.

13 So I'm -- I'm not sure exactly what your
14 question is, other than that I know it has been a
15 topic of conversation over the last several years
16 that, like, the -- if you search for The Weiser Law
17 Firm, that's the first thing that comes up.

18 I don't know if that's -- I -- I've never
19 done that search myself. I -- I don't need to
20 torture myself, but it is my understanding that that
21 pops up. And that's been discussed amongst the guys
22 at the firm. Like I -- I'm -- I recall
23 conversations around that.

24 Q. Conversations regarding the -- the

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

PATRICIA WEISER

163

1 visibility of the article or conversations about how
2 to decrease or lower its visibility when someone
3 searches for the law firm?

4 A. I don't know how you would do that. So
5 I -- I -- I can't answer the question because I -- I
6 don't even know if that's possible. So if it is --
7 I mean, I had testified to the efforts we made and
8 the people we hired to help us preserve the
9 integrity and reputation of the firm.

10 What specifically they did with respect to
11 Internet-search results, I do not know. I don't
12 know. That's a question for someone else.

13 Q. When you heard conversations about the
14 visibility of the Wall Street Journal article, was
15 there any mention of visibility of the statements
16 made by Michael Hartleib outside of any statements
17 that were quoted in the Wall Street Journal article?

18 MR. ROSENZWEIG: I object to the
19 form.

20 THE WITNESS: To the extent that
21 you're asking am I aware of conversations
22 about the many statements made by
23 Mr. Hartleib, derogatory statements,
24 harassing statements by Mr. Hartleib

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

PATRICIA WEISER

164

1 against my husband and my firm, yes, I'm --
2 I'm aware of many conversations about that.

3 They have caused strife and
4 embarrassment and stress for every member
5 of my family and firm, and there have been
6 conversations ever since they started. And
7 I -- and I have worked very hard to have
8 that not be at the forefront of my brain on
9 a daily basis. And when it pops back up
10 again, it's hurtful, it's painful. It
11 causes me physical and emotional stress.
12 It causes Rob physical and emotional
13 stress.

14 Yeah, there have been -- there
15 have been many conversations, and they're
16 awful. And it feels like there's nothing
17 we can do about it, which is why we came to
18 the conclusion to pursue this litigation.

19 And, at the end of the day, it
20 feels like we've just given him a vehicle
21 to harass us more. It's awful.

22 BY MR. MOTT:

23 Q. Well, while you are -- are no longer
24 actively practicing, I -- I believe you stated

PATRICIA WEISER

165

1 earlier that your membership with the Pennsylvania
2 Bar is still in active status; is that correct?

3 A. Yes, Pennsylvania and New Jersey.

4 Q. Do -- do you receive any of the
5 newsletters, letters sent by the Pennsylvania Bar or
6 the Pennsylvania Disciplinary Board?

7 A. I believe I get -- as a member of the
8 Pennsylvania Bar I think I get regular e-mails. I'm
9 not sure if I am an active status member of the
10 Pennsylvania Bar as I sit here right now. I feel
11 like my membership might had lapsed.

12 And that doesn't mean I -- it lapsed as a
13 member of the Bar, but the Pennsylvania Bar
14 Association is who sends those e-mails. So,
15 generally, I've seen them in -- over time, but,
16 specifically, I can't remember the last time I saw
17 one.

18 I don't generally look at them in terms of
19 who's been disbarred and who's been -- I -- I keep
20 track of my own employees, but I don't generally
21 look at who's on the list.

22 Q. You don't like to see --

23 A. No.

24 Q. -- if any attorneys you know --

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

955

PATRICIA WEISER

166

1 A. No.

2 Q. -- turned up on the list?

3 A. That's not me, nope.

4 Why, are you on the list? Should I go
5 look?

6 Q. I was just going to comment that you're a
7 better person than me because I look to see who got
8 disbarred.

9 A. No. I would rather spend time with my
10 kids.

11 Q. Have you ever seen the letter to the
12 Chester County Court of Common Pleas that was sent
13 anonymously?

14 A. I'm aware of it, but I don't think I --
15 I -- I don't recall seeing it. I may have, but I
16 don't recall it as I sit here now.

17 Q. Has -- has Rob ever discussed that letter
18 with you?

19 A. Rob discusses everything with me.

20 Q. Did you have any personal knowledge that it
21 was Michael Hartleib that sent that letter?

22 A. No.

23 Q. Has Robert Weiser ever expressed to you how
24 he knows that that anonymous letter was sent by

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

956

PATRICIA WEISER

167

1 Robert -- was sent by Michael Hartleib?

2 A. I don't remember. I -- I don't remember.

3 Q. Do you know of any other anonymous
4 statements that Mr. Weiser attributes to
5 Mr. Hartleib?

6 A. I'm only generally aware of what appears in
7 our Amended Complaint, our First Amended Complaint.

8 Like anything that's in there I'm aware of.
9 Anything outside of that, if I was aware of it, I
10 have pushed it down into my subconscious very deeply
11 and have forgotten it.

12 Q. Have you ever seen the affidavit executed
13 by Mr. Silo as a condition of his settlement
14 agreement with The Weiser Law Firm?

15 A. I do --

16 MR. ROSENZWEIG: Objection as to
17 form.

18 THE WITNESS: -- recall seeing it
19 at the time.

20 MR. ROSENZWEIG: Objection as to
21 form.

22 BY MR. MOTT:

23 Q. Did you have any role in the drafting of
24 that affidavit?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

957

PATRICIA WEISER

168

1 A. I don't recall.

2 I mean, I didn't draft -- do you mean
3 actual drafting, like typing? No, definitely not.

4 If -- did I review it and provide comments,
5 possibly, but I do not recall. But I did not draft
6 it, no.

7 Q. Thank you for the clarification.

8 Do you have any knowledge as to whether the
9 trial courts memorandum in the Sprint case was
10 harmful to The Weiser Law Firm's reputation?

11 A. I haven't -- I haven't thought about it in
12 that -- in that sense, the way you phrased it.

13 It's -- I don't think in and of itself if
14 it had just ended there, I wouldn't anticipate that
15 to be so injurious. It wouldn't be pleasant. It
16 wouldn't be a positive thing, but it would -- it
17 would come and go like anything else.

18 So the memorandum opinion itself, I mean,
19 who reads those? That, in and of itself, I would
20 say, had very little impact. It may have had some,
21 but I haven't actually thought of it in -- out --
22 out of context like that by itself.

23 Q. Do you know an attorney by the name of
24 John Mannino?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

958

PATRICIA WEISER

169

1 A. I know the name, but I do not know

2 Mr. Mannino.

3 Q. And do you know what relationship he has,
4 if any, with The Weiser Law Firm?

5 A. I don't think we have a relationship with
6 Mr. Mannino. I believe -- Mr. Mannino is involved
7 in qui tam litigation, and I don't know if or how we
8 are or were connected with him or that litigation.
9 I just -- I -- I -- I'm not aware of -- I know his
10 name. I know what he -- what his -- his inkeeping
11 of cases. I -- I'm not aware of any current
12 relationship.

13 Yeah, that's all -- that's all -- that's
14 all I can say to that.

15 Q. During his testimony earlier this week
16 Mr. Nelson referenced a Philly-based vendor that
17 The Weiser Law Firm uses to set up LLCs for purposes
18 of pursuing qui tam litigation.

19 Do you know who that vendor is?

20 MR. ROSENZWEIG: Objection as to
21 form.

22 THE WITNESS: No, I'd be
23 guessing.

24 Mr. Nelson -- Mr. Nelson manages

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

959

PATRICIA WEISER

170

1 the qui tam practice, and how that has to
2 be conducted is very precise by statute,
3 protecting the clients and the
4 whistleblowers themselves, so I'm not
5 involved in the qui tam litigation other
6 than administratively.

7 But, no, I have not been involved
8 in this aspect of it.

9 BY MR. MOTT:

10 Q. And, in your role administratively --

11 A. Yeah.

12 Q. -- do you know of any payments that were
13 made to a vendor that performs or assists in the
14 creation of LLC entities?

15 A. I'm not.

16 If you gave me a name I could tell you if I
17 recognize, like, a check having been written out to
18 them, but short of that, I'm not aware --

19 Q. Okay.

20 A. -- as I sit here now.

21 Q. Did you have any role in the appeal of the
22 trial court's decision to reduce the fee award?

23 A. Can you define role, like what are you --

24 Q. Yeah, I -- I -- I mean -- and I'll -- in

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

PATRICIA WEISER

171

1 terms of attorney -- attorney work on the appeal,
2 did you perform any attorney work in -- in relation
3 to the appeal?

4 MR. ROSENZWEIG: And I'm going to
5 object only because it doesn't have
6 context.

7 Mr. Mott, are you referring to
8 the Sprint/Nextel appeal?

9 MR. MOTT: Yes.

10 THE WITNESS: Can you give me a
11 year? When did that happen?

12 BY MR. MOTT:

13 Q. So I -- I believe that this -- the trial
14 court decision was in late 2016, and so the appeal
15 would have -- the appeal proceedings would have
16 taken place primarily in 2017.

17 A. So I generally remember, you know,
18 discussions with Rob, possibly others at the firm
19 where we would, like, talk about status litigation,
20 what's happening, what's going on, what do you
21 think? We do that. We've done that a -- a lot over
22 the years. I -- I do not recall any personal
23 involvement.

24 In 2016 I can't imagine I had any personal

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

172

1 involvement in the actual appeal.

2 Q. Do you believe that -- well, strike that.

3 Mr. Weiser has brought a claim for
4 intentional infliction of emotional distress. And
5 if you could, just bear with me here while I pull up
6 the Complaint.

7 A. Yeah.

8 (Pause in the proceedings.)

9 BY MR. MOTT:

10 Q. Are you able to see -- I've placed Page 46
11 of the -- of the First Amended Complaint on your
12 screen. Are you able to see it?

13 A. Can you zoom that just a little bit for me,
14 just a couple more?

15 Q. (Complies.)

16 A. Yeah.

17 Q. I'm sorry, did you say in or out? I'm
18 assuming --

19 A. Make it bigger.

20 Q. (Complies.)

21 A. Oh, perfect. Thanks.

22 I can see it now. Thank you.

23 Q. Okay.

24 And down on Paragraph 194 it states,

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

173

1 Hartleib's conduct, as described here and above, has
2 intentionally caused Weiser to suffer enormous
3 stress, anxiety, sleep deprivation, depression,
4 anger and torment.

5 Did I read Paragraph 194 correctly?

6 A. You did.

7 Q. In terms of the suffering of enormous
8 stress, are you aware of any instances where you
9 observed Mr. Weiser suffer enormous stress
10 attributable to Mr. Hartleib?

11 A. Yes.

12 Q. Can you give me some examples of instances
13 where Mr. Weiser demonstrated signs of enormous
14 stress?

15 A. At multiple times since the Sprint
16 litigation, multiple times.

17 Every time some -- we become aware of
18 something Mr. Hartleib has said or done, there is --
19 there's just, like, an instant -- like the whole
20 world tightens up and all the air goes out of it
21 every single time, and you know all of the times.

22 Any time Mr. Rosenzweig calls us to give us
23 an update on something. Any time we hear the
24 H word, it's -- it's like he -- he's shooting

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

174

1 some -- it's like a Harry Potter thing in our house.
2 Like I -- I can't hear the name without constricting
3 my chest. And Rob -- look, I've -- I've learned
4 over time with some therapy to show my emotions and
5 not just be a stoic, strong woman.

6 My husband is a very, strong proud man
7 who -- this absolutely crushes him. Like the --
8 the -- like nothing physical can crush Rob, he'll
9 run through any wall, but the -- the idea that his
10 reputation, which he has spent his whole life
11 building could be tarnished repeatedly without any
12 seeming end, has caused him more stress than I have
13 seen in -- in his entire life.

14 I have -- I have literally been with him
15 since we were sixteen years old, 1986, and we've
16 been married a very long time, like, so there's been
17 stressful things in our lives. I -- I can't think
18 of anything that causes the level of stress that
19 Mr. Hartleib and his conduct has.

20 Where we'll -- we'll be having a fine day,
21 and I'll just see, like, this whole -- this just
22 wave comes over him, and he gets quiet. He usually
23 goes to the same chair to sit down or he goes for a
24 really long run. He gets very quiet.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

964

PATRICIA WEISER

175

1 And I -- and I know in that moment, having
2 known him my whole life that I need to give him his
3 space before I find out what exactly's upsetting
4 him. If it's me, he usually tells me right away.
5 So if he hasn't said anything, then I -- then I kind
6 of know what it is. And, honestly, for, like, the
7 last five years, it's just been this.

8 I will say we're pretty lucky because
9 our -- like our kids are great, like I -- I have a
10 happy marriage, I have very good friends. And this
11 is one thing, this is the one thing that can suck
12 the life out of Rob and suck the joy out of his life
13 and his heart. And I -- I'm never sure whether
14 trying to talk to him about it or trying to just let
15 him have his space to deal with it himself is the
16 right thing.

17 I never want to let on how upset I am
18 because that will make him more upset because
19 something that -- he -- he thinks that this is his
20 fault in the sense that Hartleib was attacking him,
21 and so it's something about him that's causing me
22 stress and pain. I -- it's awful. It's just awful.

23 Rob is a happy, fun guy. Like he's a
24 happy, fun, smart -- he loves life, and whenever --

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

965

PATRICIA WEISER

176

1 whenever something in this case or something that
2 Hartleib has done pops up, it just -- it just sucks
3 the life out of us, and especially out of Rob. And
4 it's a -- it's a combination of, like, powering up
5 to be tough to it and not let it kill you and -- and
6 just knowing it's crushing you.

7 And on many occasions, you know, he'll --
8 he'll be sitting down and say, Pat, I think I'm
9 depressed. And while they might seem normal to some
10 people to have, like, a human being say that, it's
11 not normal in my house.

12 I think I'm depressed. I -- I think maybe
13 I need to see someone.

14 Even two days ago when I -- I got all upset
15 about trying to read the Amended Complaint and
16 preparing for this deposition, and I -- I started to
17 have what felt like a panic attack, and he was so
18 kind. He came over and he gave me a hug, and he was
19 like, I know. I know how it feels.

20 It never occurred to me that he was having
21 the kind of panic attacks that I was having, that I
22 need medication to, like, not feel like I'm going to
23 have a heart attack, that he -- I said, I'll be
24 okay. It's just coming in waves. If I need to take

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

966

PATRICIA WEISER

177

1 a pill, I'll take one because I don't, like, want to
2 feel like I'm going to have a heart attack.

3 And he said it -- he said it to me with
4 such empathy, like, I know. I know how you feel.
5 And I was, like, wait a minute, wait a minute, wait
6 a minute. Do you mean that you've been feeling this
7 panic-attacky stuff all of this time too? And I
8 swear to God I didn't know that until two days ago.
9 And he says, yeah, it comes in waves.

10 Like three years ago I could not sleep at
11 night. I -- I thought I was going to have a heart
12 attack every night, and I woke up stressed about the
13 finances of this firm and who I was going to have to
14 fire next, and that caused extreme stress on Rob.

15 Like when I'm upset, he's upset because
16 then he's failing somehow if I'm upset. And the --
17 the financial stress on the firm. And what do we
18 have to sell? Who do we have to fire? How are we
19 going to do this? Should we not do anything or
20 should we go after Mr. Hartleib? Like I didn't --
21 it causes him more stress than a human being should
22 have to handle. And I underestimated how much
23 stress it was even as recently as two days ago.

24 He runs. He's a runner. He runs six to

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

178

1 ten miles every single day. That's literally the
2 only reason he hasn't had a heart attack from all
3 this. Exercise makes me feel better too. Like,
4 that's -- you know, get the endorphins going. He
5 runs every day. He runs fast. He runs, like, a
6 six-minute mile for ten miles. I -- I would be
7 scared to think what shape he would be in mentally
8 if he wasn't able to do that.

9 He is the most loving father, and yet when
10 this stuff happens he needs to be alone, he needs,
11 you know, to find a corner and figure out how to
12 deal with it. And the kids know this, and they can
13 see when he's upset, they know when he's upset, and
14 this is not something we're going to burn them with
15 the details of. But to carry the weight of the
16 personal attacks, the weight of feeling like you're
17 letting your spouse and business partner down
18 because this person is coming after you, trying to
19 hold all this together for your kids and your
20 family -- and it -- it doesn't feel like it's ever
21 going to end.

22 I -- I have spent more money defending
23 against all of this shit. I've spent more money
24 defending this than I have, like, pursuing cases in

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

PATRICIA WEISER

179

1 our career, I'd be willing to bet. Because it's not
2 good business to spend this much money on something
3 that you don't know you can win. And there's no
4 winning. There's no winning with this lawsuit.

5 I just want him to stop. There's no amount
6 of money. I just want him to stop. And so, you
7 know, I'm going to spend seven figures trying to get
8 a man to stop being mean to my husband, and, like, I
9 don't know if we're going to be successful.

10 So we'll continue because we cannot do
11 business if he's going to continue what he's doing
12 to my husband and our firm. And if that means we
13 don't have a firm, fine, we'll have each other, but
14 this has been the hardest thing.

15 He doesn't sleep. He never sleeps, like
16 never, never, never. He gets migraines. They're
17 horrifying, horrifying migraines. He has to be in a
18 cold/dry -- a cold, cold place. They make him
19 nauseous. He's trying all different kinds of
20 medicines to stop the headaches to help the
21 headaches, never sleeping medication, though,
22 because he doesn't like to take drugs.

23 It's just -- look, there's a lot of things
24 that have gone on in the world for last five years

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

180

1 or so, right? Every -- a lot of things go out of
2 control. This is the most uncontrolled thing I've
3 ever had to deal with, and it's costing me money I
4 don't have, time away from my family where I should
5 be today, and a relationship with my husband that
6 should be sweeter and not so stressed.

7 Look, when you decide to go into business
8 with your spouse, this comes with it. I am Rob
9 Weiser's partner, everything. I will stand by his
10 side through everything. And I truly think we can
11 do anything together, and we'll get through this. I
12 just have no faith that it's going to end ever, and
13 it should because it's wrong. It's mean. It's just
14 really mean and destructive to a human being and his
15 family.

16 Q. What are some of the things that your
17 husband takes to try and deal with some of the
18 symptoms that you've just described?

19 A. So for the migraines he has Imitrex. The
20 problem with the Imitrex is that taking the Imitrex
21 makes him feel a different kind of awful. So he
22 tries not to take it unless he really, really has to
23 because although it will stop the migraines, he's
24 going to feel shitty for a whole day after that. So

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

PATRICIA WEISER

181

1 there's Imitrex.

2 I know recently, in the last couple of
3 months his neurologist has suggested a couple of
4 different migraine medications that he could try,
5 that maybe they would provide him with relief
6 without the side effects of Imitrex. I -- I -- I'm
7 not aware of anything working any better than
8 Imitrex.

9 He gets Botox shots in his skull to try to
10 stop the migraines from happening. It used to work
11 pretty well. It used to -- it used to work for,
12 like, six months or so. He would get the shots in
13 his head, like big needles in his head, and then his
14 head would feel like a bowling ball for, like, a
15 couple of weeks.

16 The cross benefit, if you cannot have a
17 migraine for six months, you can have a bowling ball
18 head for a couple of weeks. And then over time the
19 benefits decreased, and the bowling ball effect
20 increased. But I know he stopped doing that for a
21 while, but he's doing it again. He's getting the
22 shots again, and he's getting them more often, and
23 it's -- it's like -- it looks like torture. Like
24 they're literally putting these big needles in his

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

971

PATRICIA WEISER

182

1 head, and I don't have a sense that it really helps
2 that much anymore.

3 He has a really hard time sleeping,
4 especially when he is thinking a lot. In -- in the
5 best of times when we were litigating fun cases, you
6 would be thinking all the time, you, like, wouldn't
7 want to go to sleep because your brain -- you
8 couldn't turn it off.

9 And he's one of these -- he's a big thinker
10 that doesn't turn his brain off. And while there's,
11 like, some instance where that's, like, kind of a
12 cool thing, in this instance it's impossible to turn
13 off his brain and -- and the thought processes that
14 swirl, trying to figure out how to get out of this
15 swirl of stress and vexatious attacks, personal
16 attacks that are -- are designed to end our business
17 and humiliate my husband personally.

18 So -- not sleeping. So that -- that causes
19 no sleeping. He's just constantly -- you know, he
20 can't turn his brain off. Stress prevents sleeping.

21 Some what am I saying?

22 So the pills is just Imitrex, and the --
23 the new medicines that -- I don't know what they
24 are, you would have to ask him, that the doctor told

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

972

PATRICIA WEISER

183

1 him to try.

2 Q. And the new medication that the doctor
3 recommended, was that for -- for the migraines?

4 A. Yes.

5 Apparently, there are new migraine
6 medications, different ones, and they work
7 differently and -- and attack different -- they
8 address different areas of the brain.

9 I don't -- I mean, I'm not a doctor, but
10 there are new medications finally, so he's trying
11 some of them, I think. I'm not aware of any -- any
12 relief.

13 Q. Did your husband have any issues of
14 migraines before 2016?

15 A. He has, not with the frequency with which
16 he has had them since then.

17 Q. Is it your belief that the increase of
18 frequency of migraines is due to Mr. Hartleib?

19 A. Yes, Mr. Hartleib and the whole swirl
20 that's become our life of dealing with -- I mean,
21 ironically, we're litigators, right? Being involved
22 in litigation is ridiculously stressful, especially
23 when it's not, like, just your job. It's stressful
24 when it is your job, but when you're involved in it,

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

973

PATRICIA WEISER

184

1 even more so.

2 And so the more blown out of proportion
3 this has become in terms of Mr. Hartleib suing us in
4 Kansas, and then us counterclaiming against him, and
5 then him -- him -- you know, all the things he's
6 doing, and showing up in court and filing amicus
7 briefs, you know, all of his actions to prevent us
8 from doing -- to running our business to be -- being
9 lead counsel in cases and prosecuting cases is
10 stressful. Stress causes migraines. Poor Rob.

11 This is the most stressful thing we ever
12 had to deal with.

13 MR. ROSENZWEIG: Can we take a --
14 excuse me, can we take a three-minute
15 break?

16 MR. MOTT: Sure.

17 THE WITNESS: I need to get a
18 glass of water.

19 VIDEO SPECIALIST: 3:34, off
20 video.

21 (At this time, a short break was
22 taken.)

23 VIDEO SPECIALIST: 3:41, on
24 video.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

974

PATRICIA WEISER

185

1 MR. MOTT: Okay.

2 BY MR. MOTT:

3 Q. Ms. Weiser, do you know if your husband
4 takes any kind of medication for -- for the panic
5 attacks that he disclosed to you?

6 A. I never said he had panic attacks, that's
7 going to be for him to describe to you. What I
8 described was my own panic attack, and he said,
9 yeah, I -- I feel that. I'm not aware of any
10 medication he takes for that. Like I said, he runs
11 six to ten miles a day. I think most of his stress
12 is managed through that exercise.

13 I was surprised -- I was surprised to learn
14 that he had that type of stress attack.

15 Q. Okay.

16 And do you know if he's sought any kind of
17 treatment for the depression that -- that he
18 mentioned to you or believed that he may be -- may
19 have been experiencing?

20 A. Not that I'm aware of.

21 Like I said, he's mentioned a couple times,
22 you know, I think I -- I think I'm depressed. Rob
23 is a very -- Rob likes to figure out things for
24 himself, including his own health and mental

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

975

PATRICIA WEISER

186

1 well-being. He's done it his whole life.

2 Would this have been easier and quicker
3 with professional assistance? Probably. I have
4 chosen that route, and I have found it helpful, but
5 he chooses to figure this stuff out on his own.
6 He's a very proud and smart person and decides
7 what's best for him.

8 Q. Do you know if he sought any kind of
9 counseling, whether it be from a medical provider
10 like a psychiatrist or -- or a counselor, like a
11 social worker, related to some of the symptoms
12 that -- that you have described?

13 A. Not that I'm aware. Not that I'm aware.

14 Q. And the migraine medication that he takes.
15 Do you know where he fills that prescription?

16 A. The doctor or the pharmacy?

17 Q. The pharmacy.

18 A. I think the Imitrex is just from CVS. The
19 Botox is -- is different and has to come from
20 someplace special.

21 Q. The -- the Botox that you mentioned, is
22 that something that the provider administers or is
23 that something that he was able to perform himself?

24 A. Oh, no, no, the neurologist does the Botox

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

976

PATRICIA WEISER

187

1 shots.

2 Q. Okay.

3 A. The neurologist prescribes it, and you have
4 to get it from a -- a different pharm -- like it's a
5 different level of procurement of the Botox to the
6 doctor who then administers it.

7 Q. Okay.

8 A. And it's -- and it's strictly for -- I
9 mean, I could use it right here (indicating), I'm
10 looking, but he uses it strictly for the -- as a
11 proactive treatment for migraines, which works more
12 or less to a degree, but lately hasn't worked very
13 well at all.

14 Q. And the CVS that you mentioned, do you know
15 what street that's on?

16 A. I'm not sure which one he goes to. I'm
17 going to say Rosemont is probably -- Rosemont or
18 Conshohocken. I'm not sure what the street is in
19 Conshohocken. In Rosemont, it's Lancaster Avenue.

20 Q. And do you know the name of his
21 neurologist?

22 A. I don't.

23 Q. Do you know where the office is located?

24 A. Nope.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

977

PATRICIA WEISER

188

1 Q. Do you know whether the neurologist has any
2 affiliation with one of the health networks in our
3 area?

4 A. I have no idea.

5 Rob independently manages his healthcare.

6 Q. Does the law firm provide health insurance
7 to its employees?

8 A. Yes.

9 Q. And who is the current health insurance
10 carrier for the law firm?

11 A. Independence BlueCross.

12 Q. And how long has IBX been the health
13 insurance carrier for The Weiser Law Firm?

14 A. Since inception of the firm.

15 Q. Who is -- well, strike that.

16 Does Robert Weiser have a primary care
17 physician?

18 A. I'm not sure.

19 Q. Do you know if he has ever attended annual
20 checkups?

21 A. Don't know.

22 With, like, a primary care physician, I
23 don't know.

24 Q. Do you know how long Mr. Weiser has been

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

978

PATRICIA WEISER

189

1 treating with this particular neurologist that
2 administers the Botox?

3 A. I couldn't say. I -- I don't -- I don't
4 recall who it is, and I couldn't say. Like it could
5 have changed over time, like I don't know. That's
6 not something that falls under my to-do list. It
7 may seem strange, but true.

8 Q. How frequently does Mr. Weiser experience
9 issues with the sleeping at night?

10 A. Every night.

11 Q. Did he have any issues with sleeping prior
12 to 2016?

13 A. I would say from time to time, yes.
14 Stress is something that does impact his sleep.
15 Yeah, from time to time, but it's -- it's never been
16 worse than now and the last couple of years.

17 Q. Prior to the issues with Mr. Hartleib, did
18 Mr. Weiser ever seek any kind of, like, treatment or
19 relief for his sleep issues?

20 A. Treatment for sleep issues?

21 Not that I'm aware, no, and not that I can
22 recall.

23 Q. Other than the stress or anxiety by
24 Mr. Hartleib, does your husband suffer from any

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

979

PATRICIA WEISER

190

1 other issues that impact his ability to sleep, for
2 example, sleep apnea?

3 A. Not that I'm aware.

4 Q. Other than the symptoms that we have gone
5 over that you believe is attributable to
6 Mr. Hartleib, does Mr. Weiser suffer from any other
7 health issues that you know of?

8 A. He has a congenital heart defect. He has
9 a -- a cardiologist that he sees about that.

10 You know, we're very athletic, so a variety
11 of athletic injuries over the years, too many to
12 talk about, but none that I can think of that rise
13 to the level of what you're asking.

14 I mean, he's had, you know, sports injuries
15 in -- in high school and college, if you want to go
16 back that far.

17 Q. Other than running, does your husband have
18 any hobbies?

19 A. Yes.

20 Rob loves to read, playing cards,
21 generally, like, fitness is something that we do a
22 lot of together. So whether it's running or
23 lifting -- you know, weightlifting, boxing, bike
24 riding, swimming. He does, like, a triathlon every

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

980

PATRICIA WEISER

191

1 day when we stay down the shore. He -- he likes --
2 it makes him feel better. He feels better when he
3 is being active.

4 Reading, reading is probably what he does
5 second most. Playing cards and games with the kids.
6 He plays a lot of poker and rummy.

7 What else are hobbies?

8 We watch a lot of Phillies games. I mean,
9 we like to go to Phillies games. We're active more
10 than, I guess, just sports and athletics. Watching
11 our kids play. They're both very active athletes,
12 so we're at kids' games constantly. He's coached.
13 He's done a lot of coaching.

14 Wow, I'm -- I'm stumped.

15 Q. Okay.

16 A. I know there's -- there's a lot of that in
17 every day.

18 Q. As we try to wrap this up, if anything else
19 comes to mind before we --

20 A. Sure.

21 Q. -- finish, please -- please jump in.

22 A. Sure.

23 Q. For some of the fitness stuff, are you and
24 your husband a member of any gyms?

PATRICIA WEISER

192

1 A. So at home, no, down the shore he's in --
2 he or the family is a member of The 10th Street
3 Gym [sic], which is a gym in Wildwood, New Jersey,
4 just an old-school gym that we like to work out at
5 when we're down the shore.

6 At home we -- we've always had the ability
7 to work out at home. We have a whole setup at home.
8 So I have -- we have cardio equipment in the
9 basement and in the garage, and we basically just
10 converted that into a boxing and a weightlifting
11 gym. All four of us are very engaged in that,
12 especially during the pandemic.

13 You know, when everyone got locked down we
14 worked and looked very fit and strong. It's
15 something we like to do. So, like, the -- the
16 family all uses that, all that equipment.

17 Q. For your husband's running --

18 A. Yeah.

19 Q. -- has his habits in terms of frequency or
20 distance changed at all since 2016?

21 A. So I would say that Rob's -- Rob's always
22 been a runner. I mean, he's always been very
23 active. I think that it is necessary. I think it's
24 a necessary stress release, as much as anything now,

PATRICIA WEISER

193

1 if you ask me.

2 I -- I know I had a couple injuries and was
3 not able to, like, run, play tennis, do -- do
4 lifting, all that kind of stuff, and I was surprised
5 at how, like, depressed I felt not being able to
6 exercise, and it just kind of hit me at that point
7 in time, but I'm glad he can and hasn't had any
8 injuries that stopped him from the running. I'm
9 appreciating how important that is to his life and
10 to his mental health.

11 As far as changing, I mean, you know, like,
12 it's nothing drastic, it's been pretty steady.

13 Q. For the triathlons, is that an -- organized
14 events that he does?

15 A. No. No. No.

16 So, like, for example, he'll get up and go
17 for a bike ride, and then he'll go for a run, and
18 then he'll go for a swim, like, he'll literally, you
19 know, run, bike, jump in the ocean and swim, but
20 it's a little mini triathlon every time he does it.
21 It's more than -- more than anyone down here is kind
22 of doing, but it makes him feel good. I mean,
23 that's what makes him feel physically and mentally
24 good, so I'm glad he does it.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

983

PATRICIA WEISER

194

1 Q. All right.

2 Do you believe that the actions of
3 Mr. Hartleib that are at issue in this litigation
4 have -- have caused any changes in Mr. Weiser's
5 appearance?

6 A. I mean, I'll say, yes, because it's -- it's
7 a level of stress that is unsustainable as a human
8 being. You know, he -- he is in pain all the time.
9 His body hurts all the time. How much of that is
10 correlated to stress? I'm -- I'm not a doctor, I
11 can't say. And I don't know if any doctor could
12 say, but he is in pain all the time.

13 Pain prevents him from sleeping. Pain
14 makes him get -- get migraines triggered. He feels
15 good when he's running. He takes a tub, a hot-hot
16 tub every single night for an hour just to relax his
17 back and neck so that he hopes he'll be able to
18 sleep every single night.

19 We were in Virginia for a softball
20 tournament for my younger daughter last week, and
21 for some reason hotels don't put tubs in the rooms
22 anymore, so there were no hotel rooms in Virginia
23 that had a tub. So the whole team was staying at
24 this one place, so we booked a room. So I was there

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

PATRICIA WEISER

195

1 with the team and -- and with my daughter, and Rob
2 had to find a hotel that had a tub or he can't come,
3 like he literally can't come.

4 So he found, like, a Best Western somewhere
5 that had a tub because it was, like, you know, the
6 oldest hotel in Virginia Beach, so he can soak every
7 night for an hour, hour and a half, and -- you know,
8 and then he doesn't sleep, and then we're, you know,
9 sitting on the sidelines of softball watching our
10 daughter play and he's -- he's just in pain all the
11 time. It's hard. It's really hard.

12 And to not get sleep on top of -- like to
13 be stressed is one thing, to be in physical pain is
14 another -- is another stage of it, which is harder.
15 And then to not sleep on top of that is just
16 unbearable, just unbearable.

17 I started feeling stressed about this
18 deposition and just thinking about the firm's
19 finances and the firm's future while I was in
20 Virginia Beach. It really overwhelmed me, and I --
21 I just couldn't stop crying.

22 Like I left -- I left the field one day,
23 everybody went out somewhere, and I just went back
24 to the hotel and cried for a couple hours.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

985

PATRICIA WEISER

196

1 And then I couldn't sleep. Like I'm a
2 really good sleeper, but for the last three to four
3 years, like, I wake up every night in the middle of
4 the night. He's always awake when I wake up. Like
5 when -- when I -- I'm starting to have the symptoms
6 that Rob has had for a long time of not sleeping
7 and -- and body aches that come from stress and not
8 sleeping.

9 And I now understand and appreciate the
10 scope of what he has been dealing with in a way that
11 I just ignorantly did not because I wasn't actually
12 feeling it myself.

13 When we drove back from Virginia, I was,
14 like, holy shit, is this what it feels like to be
15 you? I'm, like, exhausted and in pain, and I've got
16 a headache. And I've never had a migraine, so I
17 don't even know how awful that is. So, yeah, it's
18 very hard to be him physically and mentally, and
19 yet, you know, I'm sure he's out playing with my
20 daughters on the beach right now because he's a good
21 dad, and that's what you do.

22 Q. Have you noticed any changes in your
23 husband's weight?

24 A. We don't have a scale at our house, so to

PATRICIA WEISER

197

1 be honest, I have no idea. I just don't believe in
2 scales, so I don't know.

3 I mean, general size -- I haven't had to
4 buy him, like, bigger or smaller clothes. No, I --
5 I have not noticed.

6 Q. You're not aware of him having to get suits
7 altered or --

8 A. No --

9 Q. -- or get a new wardrobe or anything?

10 A. -- we don't wear suits. There are no
11 suits. Like, it's like -- you know, we wear what we
12 wear. No, I'm not -- no -- no health-related weight
13 gain or loss that I'm aware of. I mean, for a guy
14 that runs as much as he does, no, I'm not aware of
15 that.

16 Q. And unless I'm -- unless I'm
17 misinterpreting your testimony, you mentioned
18 physical pain earlier that Mr. Weiser experiences.

19 And where does he experience this physical
20 pain?

21 A. It's really all over, his neck, back, and
22 where on the back depends on -- I mean, it changes.

23 His hips are very tight. Like everything's
24 very tight, which, you know, if you get a massage or

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

987

PATRICIA WEISER

198

1 you get some kind of PT, like, they're able to,
2 like, loosen things up for you, but if you're
3 constantly, like, in, like, fighter-or-flight mode
4 in response to stressors, it builds.

5 And I only had this happen to me twice in
6 my life, and both -- I appreciated the -- the stress
7 impact, the impact of stress on the physical. And
8 it was extreme because it was -- the first time was
9 2012 when I -- when I stopped practicing, and my
10 youngest daughter at the time -- like I was trying
11 to do too -- I was trying to be a good mom and a
12 good lawyer and all at the same time, and, like,
13 it's really hard.

14 And my then five-year-old came up to me and
15 said -- and I -- I had such pain in my back at that
16 point in time -- and she came up to me, she's like,
17 Mommy, can't you just stay home with us? And I
18 said, sure. And I walked to the other side of the
19 house, and I told Rob that I quit. And that back
20 pain went away.

21 So no doctor diagnosed it. I have no
22 doctor or medical report about, like, the pain in my
23 back, but I removed the stressor, and it went away.

24 I have a lot of pain in my shoulder right

PATRICIA WEISER

199

1 now, and I associate that with all of the stress of
2 this because it comes and goes, as this whole
3 litigation and shit comes and goes. And my -- my --
4 what I suspect is, is that Rob -- Rob's is just with
5 him all the time. Everything hurts. You can ask
6 him when you depose him, everything hurts.

7 Q. Do you know if Mr. Weiser ever had any neck
8 or back issues before 2016?

9 A. Yes.

10 Q. And did he have neck or back issues before
11 2016?

12 A. He did, he had a neck injury in college.

13 Q. Any prior back issues?

14 A. I mean, he -- he's had -- I think he's had
15 back pain or soreness at various times in his life.
16 I don't -- I -- I can't remember a specific event or
17 cause, to be honest. I -- I would chalk it up to
18 stress. Again, I'm not an M.D., but no, just -- no
19 particular injury that I can recall.

20 Q. Since 2016 has he sought any form of
21 treatment for his neck or back issues?

22 A. Yes.

23 He has received a lot of massage. He has
24 gone to PT. He -- like just different PT and

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

200

1 massage has been, like, the primary reliever of
2 pain. It doesn't cure it, but it relieves it for a
3 period of time.

4 I think he probably -- I know he's been to
5 chiropractic, maybe acupuncture. I know there was
6 acupuncture back in college when he had the original
7 neck injury. Oh, they did the cryotherapy. He
8 tried that, I'm pretty sure. Like anything that can
9 alleviate pain, you know, we're going to try.

10 Yoga seems to be the thing that works best
11 for him if he's consistent with it. Over the past
12 year or so he has tried to do yoga regularly, and I
13 think the physical and mental benefits of yoga have
14 been good for him.

15 When we get off track, like, for example,
16 when we're traveling for softball, things get a
17 little tight and pain -- more painful again, but
18 yoga has -- I think in my view has been the most
19 helpful in his day-to-day management of pain and
20 stress, that and the running.

21 Q. Do you know the names of any of the
22 facilities where he is attending physical therapy?

23 A. There is the one that they -- the physical
24 therapy, and they also do pilates as part of their

PATRICIA WEISER

201

1 regimen is One Physical Therapy and Wellness in
2 Bryn Mawr.

3 Like the cryotherapy, I don't know the name
4 of it, various massage. I mean, we've gone to them,
5 they've come to us. Like I know first names, to be
6 honest, yeah.

7 Q. Do you know the names of any other places
8 where he may have attended physical therapy?

9 A. Like ever?

10 Q. Since 2016.

11 A. I mean, there may have been one or two. I
12 just can't think -- I -- I don't know.

13 Q. That's okay.

14 And how about the -- any chiropractors
15 you've seen since 2016, do you know the names of any
16 of the chiropractors?

17 A. John Crooker is the only one I can think
18 of, John, C-R-O-O-K-E-R. I don't know the name of
19 his office practice, but that's his name.

20 Q. Have you -- strike that.

21 I'll represent to you that the original
22 Complaint in this case was filed in June 2019.

23 A. Okay.

24 Q. Have you noticed any changes in the -- your

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

991

PATRICIA WEISER

202

1 husband's physical symptoms since this litigation
2 was initiated?

3 A. Yes.

4 I would say more frequent migraines. I
5 would say depression, depression which he now talks
6 to me about. The depression and -- and the
7 migraines I would say have gotten significantly
8 worse since this litigation commenced.

9 And -- and a lot of it has to do with the
10 fact that, like, we're the plaintiff, and yet we
11 still feel like we're still the hunted. This --
12 this really feels like we have exposed ourselves to
13 more harassment, and using our litigation against
14 him as the vehicle for that is particularly
15 frustrating and painful.

16 Like it's -- it's bad enough it is what it
17 is, but to be a litigator who can't control the
18 litigation and be the aggressor in it and put
19 pressure on Mr. Hartleib to stop is really
20 difficult. It's really difficult to deal with.

21 So this whole thing has been way more
22 stressful than we ever anticipated.

23 Q. Have you noticed any changes in the anxiety
24 that your husband experiences since this case was

PATRICIA WEISER

203

1 initiated?

2 A. Yeah, I'll tell you that I -- I feel like I
3 normalized myself to it, and I think it's just
4 always there, and it's just normal. So that's
5 fucked up. Oh, I shouldn't say that on a
6 deposition.

7 It's like -- you know, you're, like, in it,
8 and it all feels normal, but it's awful, and he's
9 stressed all the time. All the time. Like the only
10 time I -- and, like, the reason I say this is
11 because there are moments when I notice that he's
12 not, and it's, like, literally when he is, like,
13 snuggling with a puppy and -- and he, like -- you
14 just see this whole thing just goes away, and he's
15 like relaxed and calm and smiling and, like, really
16 smiling. And I'm not saying he's, like, angry all
17 the time, he's not, but when I see him not stressed
18 in these -- these rare moments of just calm
19 peacefulness where Michael Hartleib does not exist,
20 it's lovely to see. It's really lovely to see.

21 Sometimes when we're at a baseball game, we
22 go to a Phillies game, and we're just having fun.
23 Like we love baseball. Or even if we're just
24 watching the Phillies at home or holding each

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

PATRICIA WEISER

204

1 others' hands walking down the beach, like there are
2 moments when he feels light to me, but I'm
3 appreciating as I'm telling you this right now that
4 those are rare.

5 Q. Have you noticed any changes in the quality
6 of your husband's sleep since this case was
7 initiated?

8 A. Yes, he gets very little directly related
9 to the case and Mr. Hartleib. Nothing has caused
10 him more stress and kept him from sleep more than
11 this.

12 Q. Using the timeframe for when this case was
13 initiated June of 2019, would you say that his
14 quality of sleep has gotten worse?

15 A. Yes. As has mine, which was never a
16 problem.

17 Q. Any other symptoms that you believe have
18 gotten worse since this case was initiated?

19 A. Yes, TMJ. It's not something he talks
20 about a lot, but I -- I'm remembering that he
21 mentioned it recently. And so I'm -- I'm -- like
22 TMJ, that's something that really -- again, it's,
23 like, a tightening and a stress-induced thing, but
24 the TMJ flare-ups happen.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

994

PATRICIA WEISER

205

1 I don't know how often, you'll have to ask
2 him, but I know that it's increased. It's been
3 worse the last couple of years.

4 Q. Do you know where your husband treats for
5 the TMJ?

6 A. He doesn't.

7 If he does the yoga -- I mean, there's --
8 you know, there are things that you can do to try to
9 and relieve stress. Like -- like I said, he's
10 trying to solve his own problems and take care of
11 himself.

12 I wonder if -- I mean, the PT and the
13 chiropractor, I know they both do treat for that. I
14 don't know if he received treatment from them for
15 that.

16 Q. Do you know if he's ever treated with an
17 ENT for his TMJ?

18 A. An EMT?

19 Q. ENT, I'm sorry, ears, nose and throat.

20 A. Not that I'm aware of. I don't know.

21 Q. Other than the TMJ, the sleep, the anxiety,
22 the depression and the migraines, have you observed
23 or noticed any other symptoms that have gotten worse
24 since this case was initiated?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

995

PATRICIA WEISER

206

1 A. Not off the top of my head, no.

2 Q. Okay.

3 Are you able to estimate or approximate how
4 much has been spent to defend against Mr. Hartleib's
5 statements or filings to date?

6 A. I mean, I would -- I would throw out over a
7 million dollars. I know that the numbers are
8 written somewhere. I -- I have pulled them together
9 various times over the last couple of years.

10 Yeah, not including my employees' salaries,
11 it's more than I've ever spent in this law firm on
12 anything. So, yeah, it's seven figures. This isn't
13 cheap being on this with you all day.

14 Q. And that seven-figure calculation that you
15 just provided or approximation, would that include
16 amounts spent on ethics counsel?

17 A. Yes.

18 Q. Do you believe the conduct of Mr. Hartleib
19 that are at issue in -- in this action have had an
20 impact on your relationship with your husband?

21 A. Yes.

22 Q. And how would you describe the impact that
23 the conduct of Mr. Hartleib at issue in this case
24 have had on that relationship? And I'd ask that you

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

PATRICIA WEISER

207

1 differentiate between the impact of this litigation
2 versus conduct of Mr. Hartleib prior to this
3 litigation.

4 A. Sure.

5 So it's the conduct of Mr. Hartleib that
6 causes all the stress. Litigation doesn't stress me
7 out, we're litigators, it's his conduct before and
8 during this lit -- it's his conduct that causes the
9 stress. So it generally puts a huge strain on our
10 relationship as business partners and as husband and
11 wife because it is something that we experience
12 differently and have at times felt we should deal
13 with differently.

14 I would not spend seven figures to be
15 fighting with Mr. Hartleib. Easy for me to say, but
16 Rob has made it very clear that he does not -- he
17 will not practice law if Mr. Hartleib is out there
18 able to continue his harassment. He will not. His
19 firm will not. We can't -- we cannot exist with him
20 harassing us.

21 We will not impugn the relationships with
22 the colleagues and friends we have made over twenty
23 years by bringing this awful mess and harassment to
24 the doorstep of our friends and colleagues, which

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

997

PATRICIA WEISER

208

1 this litigation has. So there are days when I want
2 to close up shop and do something else. I don't
3 know what that is. It's not very rational thinking
4 on my part all the time.

5 I do still feel responsible for my
6 employees, our clients, the inventory of cases that
7 we are trying to pursue, which I believe we should
8 try to right those wrongs.

9 So it strains us because it's stressful.
10 It strains us because -- there's no good answer on
11 how to deal with it. And so I tread lightly when I
12 get to a point where I just don't want to do this
13 anymore because having -- having a relation --
14 having a business relationship with your spouse is a
15 tough one because on the one hand I'm his business
16 partner, and from a business standpoint I have a
17 view on what we should and shouldn't spend money on.

18 As his wife, I'm really upset that this
19 man's harassing my husband and making him so
20 depressed and unable to sleep and have migraines
21 more frequently than he's ever had them in his life.
22 So I don't want to bring him up. I don't want to
23 bring up the H word and make my husband more upset
24 and unable to sleep.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

998

PATRICIA WEISER

209

1 So it strains the ability to have calm,
2 thoughtful conversations about a really difficult
3 thing, knowing that bringing it up is going to cause
4 more pain. So it's very hard to manage that. At
5 the same time I think it has made Rob and I closer.

6 I think it's really easy when you are
7 business partners to just be so busy. I used to be
8 very busy when I -- you know, before 2012 when I
9 stopped litigating. And even now, like, it's easy
10 to get busy and take -- take for granted what
11 matters most.

12 And I will say Rob and I both make sure we
13 take a lot of time to hold hands and to be there for
14 each other and to not think about
15 he-who-should-not-be-named because we can't let him
16 infiltrate our entire lives, even though it feels
17 like he does most of the time.

18 So I manage that by just not thinking about
19 him. I don't know if that's emotionally healthy or
20 not, you can ask my therapist, but I just don't
21 think about it.

22 I know Rob thinks about it all the time,
23 which is why he doesn't sleep. It's just always
24 there. It's just always there. It's like there's a

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

999

PATRICIA WEISER

210

1 sickness. It's just always there. And I know
2 everyone in the world has to deal with something.
3 Like God forbid, we don't have cancer. We have
4 Hartleib. It's hard. It's what we have to deal
5 with.

6 You know, I have an aunt who's dying of
7 cancer right now, so her kids are dealing with that.
8 Like Hartleib feels like a cancer, and that's what
9 we deal with. I have a lot to be grateful for,
10 including my relationship with my husband/business
11 partner, but this -- Mr. Hartleib has made this very
12 hard. He's made life very hard.

13 Q. Do you spend less time with your husband?

14 A. No. I spend more time.

15 Q. As a result of the conduct alleged in the
16 First Amended Complaint in this case, have -- do you
17 communicate less with your husband?

18 A. I tread more -- I tread lightly. I tread
19 lightly. I don't like to talk about this subject
20 with him, I like to just defer to him and support
21 him whatever he wants to do because this is an
22 attack on him. So my business partner hat comes
23 off, and my wife comes on, and I support him and
24 what he needs to do, even if it's not what, I, as

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1000

PATRICIA WEISER

211

1 his business partner think we should do.

2 So that's a difficult -- that's a
3 challenging thing, but -- I -- I mean, Rob and I
4 are -- are, like, joined at the hip like we always
5 have been. We're two -- I mean, it's everything.
6 He's everything.

7 No, this is not a situation where, like,
8 Mr. Hartleib is driving us to divorce. Quite the
9 contrary. We are a team that has been together for
10 a really long time, and we are managing as best we
11 can and enjoying the moments we can without it as
12 much as we can.

13 And today's the day that I have to deal
14 with this. So today's the day I'm going to sit here
15 and be upset. And I'll be okay, or not, but Rob and
16 I will be fine.

17 Q. Other than the period where Mr. Weiser
18 would prefer to be alone or -- or needs to be alone,
19 has the conduct of Mr. Hartleib alleged in the
20 First Amended Complaint had any impact on
21 Mr. Weiser's relationship with his children that you
22 have observed?

23 A. So, you know, in any familial situation
24 where there are stressors that cause a parent to

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1001

PATRICIA WEISER

212

1 have a short fuse -- you know, you have a short
2 fuse, you get angry, you yell, you're not as
3 understanding, what-have-you, I can't think of
4 anything that makes Rob upset -- like puts Rob in --
5 in a mood other than Hartleib, otherwise, like, it's
6 life, like, you know, you deal with ups, downs,
7 sideways, whatever.

8 So if there have been moments when he has
9 been short with me or the kids, I cannot think of
10 any other stress trigger than Hartleib that has led
11 to that. That in connection with the not sleeping
12 and the headaches. I mean, look, when you have a
13 migraine and you haven't slept, it's hard, right?
14 And notwithstanding that, he's -- he's the sweetest
15 dad ever.

16 He's there at every game. He goes to every
17 game. He coaches all their teams even when he's not
18 sleeping and has migraines. You know, it's -- he is
19 a very responsible person who takes his job of being
20 a father super seriously. And if it's at his own
21 personal expense, so be it, he is going to be a good
22 dad, and he -- so -- me and the kids are very tight,
23 we're super tight.

24 Sorry about the dog barking.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1002

PATRICIA WEISER

213

1 I don't think the kids appreciate the depth
2 of the pain he is feeling, and I -- maybe they do.
3 I don't know. Probably.

4 They don't understand it. They don't
5 understand why this is allowed to happen. And
6 they're not -- they're not four-year-olds, they're
7 young adults. But turn on the television, there's a
8 lot to not understand as well.

9 Q. Do you know if your husband has ever been
10 formally diagnosed with TMJ?

11 A. I -- someone with an M.D. at the end of
12 their name?

13 Q. Any healthcare specialist.

14 A. I mean, I know what TMJ is and when I have
15 it. I don't know. Probably though.

16 Oh, because he has -- he does have, like --
17 he has, like -- oh, he does have, like, dentists
18 and, like, oral surgeons and -- yeah, he's got a
19 bunch of dental people, so I'm -- I'm certain that
20 he has been -- I'm certain they're the ones who have
21 dealt with that for him. But I wouldn't be
22 surprised if the PT and the chiropractor have it as
23 well because I know they both provide the service as
24 well, but you'd have to ask him. I'm not sure.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1003

PATRICIA WEISER

214

1 Sorry, I forget about the dentist. He got
2 his teeth knocked out when he was younger, and the
3 saga continues.

4 Q. Have you purchased any vehicles since 2016?

5 A. So I -- let me think.

6 So I purchased a -- a Jeep, a Jeep
7 Wrangler. I'm trying to think what that replaced.

8 We -- oh, no, wait, we had -- so we had a
9 Jeep Wrangler, that was my day-to-day driver from,
10 gosh, 2010 on, I think. It was, like, ten years
11 old, and I purchased -- we purchased a -- a used one
12 to replace that a couple years back, back in 2016,
13 so two, three years ago maybe.

14 So we replaced an old Jeep with a new
15 Jeep Wrangler -- not new, a used Jeep Wrangler, and
16 then my now eighteen-year-old daughter started
17 driving. So she -- I didn't have a car because she
18 was driving the Jeep, so I purchased a Lincoln
19 Nautilus so that I would have a car to drive. And
20 we had given Rob's parents a car to drive when
21 their's died, which they still have. Like we own
22 it, but his parents use it. I don't remember when
23 we bought that. And Rob -- what does he drive?
24 His -- his car's in the shop.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1004

PATRICIA WEISER

215

1 It's an Alpina B7. I'm not sure what that
2 is, you'll have to ask him. So a couple of Jeeps
3 and American-made --

4 Q. Have there been any purchases of any other
5 collector or investment --

6 A. No.

7 Q. -- vehicle such as the ones that you had
8 sold?

9 A. No.

10 I have one left that I -- Rob gave me for
11 my 40th birthday, but, no, it's in the garage.

12 Q. How long -- well, strike that.

13 Has Rob purchased any investment or
14 collector vehicles?

15 A. No. No.

16 When it comes to cars I was just saying we
17 collectively, but I was just detailing the cars that
18 we own now, and that's all we own.

19 Q. After -- well, strike that.

20 Are you familiar with the lawsuit that
21 The Weiser Law Firm brought against Brett Stecker
22 after he was terminated?

23 MR. ROSENZWEIG: Can you read
24 that question back?

PATRICIA WEISER

216

1 (At this time, the court reporter
2 read back from the record as was
3 requested.)

4 MR. ROSENZWEIG: So you can
5 certainly answer whether you're familiar,
6 and then we'll see where the questions go.

7 THE WITNESS: Okay.

8 I am familiar with litigation
9 involving the firm and Brett.

10 Honestly, I'm not sure who
11 started it. I thought he sued us and then
12 we counterclaimed, but maybe we sued him.
13 I -- I'm just not remembering as I sit here
14 right now.

15 BY MR. MOTT:

16 Q. Okay.

17 A. But I am aware that it was litigation
18 between the firm and Brett.

19 Q. Would you have reviewed or approved any of
20 the pleadings in that litigation before they were
21 filed?

22 A. Yes.

23 Q. Okay.

24 So I have placed on your screen the first

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1006

PATRICIA WEISER

217

1 page of the Complaint in the case brought against
2 Brett Stecker and his current employer, Shuman,
3 Glenn & Stecker.

4 A. Okay.

5 Q. Does this refresh your recollection as to
6 who sued who first?

7 A. Sure, yeah, it does -- well, I mean,
8 that -- that shows me that the Complaint you're
9 showing me is us versus him.

10 My recollection is, is that he made claims
11 against us that -- that triggered our EPLI
12 insurance, and I was involved in some insurance
13 dealings. And whether they turned into
14 litigation -- I don't know if there's a Complaint of
15 Brett versus us, to be honest, but I am familiar
16 with the one you just showed. I just don't know
17 that it's the only one. There was a lot of
18 back-and-forths for a while there.

19 Q. And in that case or that -- where I just
20 showed you the -- the caption --

21 A. Yup.

22 Q. -- it was alleged that Mr. Stecker had
23 poached clients from The Weiser Law Firm, right?

24 A. Yes, it was alleged.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1007

PATRICIA WEISER

218

1 Q. And do you have any knowledge as to why
2 those clients decided to terminate their
3 relationship with The Weiser Law Firm?

4 A. No, I don't.

5 Q. Do you have any reason to believe that they
6 chose to terminate their relationship with The
7 Weiser Law Firm because of the conduct of Michael
8 Hartleib?

9 A. I don't know.

10 You know, I -- I will say that I think it's
11 an allegation in there, and if not, I -- I recall it
12 being said that Brett was telling people that we
13 were closing down our derivative department, and
14 that's why we let him go, and that they needed to go
15 with him because we weren't going to be doing those
16 cases. All of that would be a result of
17 Mr. Hartleib. Whether that was true or not is
18 besides the point, but that is all -- that would all
19 be a result of Mr. Hartleib.

20 Q. Mr. -- Mr. Stecker's statements to those
21 clients were the result of Mr. Hartleib?

22 A. To the extent that Mr. Stecker represented
23 to anyone, including our former clients that our
24 firm was not going to be in the derivative

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1008

PATRICIA WEISER

219

1 litigation business and that they should move with
2 him so that he could continue the case, that would
3 be a result of Mr. Hartleib. Mr. Hartleib would be
4 the only reason why we would discontinue our
5 derivative litigation practice.

6 Q. Do you know the basis or the lead for
7 allegation that Mr. Stecker made those statements
8 that The Weiser Law Firm was no longer performing or
9 engaged in shareholder derivative litigation?

10 A. That's a terrible question. I don't know
11 what you're asking.

12 Q. Sure.

13 I appreciate the bluntness, but do you --

14 MR. ROSENZWEIG: If it's not
15 coming from Pat, it's certainly coming from
16 me, but go ahead.

17 MR. MOTT: Well, she beat you to
18 it. She's sharper than you, Phil.

19 MR. ROSENZWEIG: She did. She
20 did.

21 BY MR. MOTT:

22 Q. Do you know who Mr. Stecker made those
23 statements to?

24 A. As I sit here right now, I don't. That was

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1009

PATRICIA WEISER

220

1 part of the -- the -- part of the conversations that
2 were had at the firm that I recall people
3 discussing, but I don't -- I don't know who he said
4 it to. I wasn't involved in the conversation. So I
5 wasn't there, no.

6 Q. Do you know whether those statements were
7 only made to clients or were limited to clients of
8 The Weiser Law Firm?

9 A. No. My understanding is that was his
10 story, so I -- I imagine it wasn't just the clients.

11 My recollection, I remember -- so, again,
12 like, we would have, like, lunch, like we would all
13 sit around and have lunch or we would all be having
14 a conversation about things, and so I can't speak to
15 specifics, but I recall being told that Brett was
16 telling people that we were shutting down our
17 derivative litigation practice.

18 I believe -- I -- I recall Brett -- that
19 Brett had reached out to some of our client sources
20 to see if they would work with him and told them the
21 same, and I can only imagine other attorneys -- like
22 as he's trying to establish himself at a new firm
23 and explaining why he's leaving the firm he's been
24 at for so long, that sounds like a reasonable story,

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1010

PATRICIA WEISER

221

1 I guess, to him.

2 Q. Which sources did he contact and inform
3 that The Weiser Law Firm was closing down its
4 shareholder derivative litigation?

5 A. I don't remember.

6 I just remember being advised in these kind
7 of group chats, whether it was Rob, Chris, John,
8 like, when we would have chats -- or maybe it was --
9 it could have just been Rob -- that -- that Brett
10 was telling people this.

11 Yeah, I'm sad -- I'm sad it didn't end
12 better than it did and that we couldn't do this in a
13 joint way, meaning Mr. Stecker and the firm. He was
14 very upset, rightfully so, as were we, and it wasn't
15 handled as well as it could have been, and I had
16 hoped it would be.

17 So he had his story and went his way, and I
18 can't control what he says to the other people, but
19 I can -- I can estimate and guess that there's only
20 one reason why that story would be true, and that
21 was Mr. Hartleib.

22 Q. And --

23 A. And Brett was more upset about Mr. Hartleib
24 than anyone. He may have been more upset about

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1011

PATRICIA WEISER

222

1 Mr. Hartleib than Rob would even admit to be. Like
2 he was really offended by how -- the lies and the --
3 and the vexatious harassment. Like Brett was really
4 upset by it.

5 And I think that partly played into why he
6 was upset that we let him go because he felt that he
7 had been so loyal to us through all this and had
8 been through all this with us, which he had, but at
9 the end of the day if I can't afford to pay you, I
10 can't afford to pay you.

11 Q. And any statement that Mr. Stecker may have
12 made to the effect of The Weiser Law Firm shutting
13 down its shareholder derivative litigation practice
14 would have been a false statement, correct?

15 A. I mean, not necessarily. Like it was
16 never -- we never decided to do that, but it was
17 absolutely discussed.

18 We -- there was no way -- we could not --
19 I -- I couldn't imagine a way that we could pursue
20 the growth of that department with Mr. Hartleib
21 showing up in every court we ended up in, which he
22 threatened to do time and again. Like where are you
23 guys going to be next?

24 And, look, all this is publically

PATRICIA WEISER

223

1 available. You make a public file, and it's
2 publically available. You can do a -- set an alert
3 for our name, and he'll know every Complaint we file
4 anywhere in the country. And so that was absolutely
5 a discussion, that we cannot have a derivative
6 department with him harassing us like this in every
7 case. And so that -- that -- now, not having a
8 derivative department is your last step in that
9 consideration.

10 The first step is, I can't support a
11 department of three people, a derivative department
12 of three people when the revenues are not coming in,
13 the prospects are so -- are so unsure because of the
14 continuing threat of Mr. Hartleib. Like, it --
15 it -- we could not substantiate having three people,
16 Rob not included, in a department that had that much
17 uncertainty associated with it because of
18 Mr. Hartleib.

19 So, yeah, we downsized, and Brett was
20 the -- the head of that department. And so if that
21 department -- if he couldn't figure out a way or we
22 couldn't figure out a way to make that -- that
23 department profitable with prospects for growth,
24 like certain prospects for growth, that's why we let

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1013

PATRICIA WEISER

224

1 him go. Again, hardest thing we ever had to -- like
2 one of the hardest things we ever had to do.

3 Love Brett, his family, his kids, like,
4 they're a great family, not anymore. Nobody talks
5 to each other.

6 So, yeah, Mr. Hartleib drove us to that
7 point where we had to let Brett go. And it is not
8 unreasonable for Brett to think that we were going
9 to ultimately shut down our derivative department
10 because of Hartleib.

11 I think it was presumptuous of him to tell
12 people that when it hadn't actually happened, but I
13 don't fault him for it. I mean, it was a shitty
14 time. He's a good person who was offended and hurt
15 by a situation that was caused by Michael Hartleib.

16 Q. Did Mr. Stecker statements to The Weiser
17 Law Firm sources of contact have any impact on the
18 shareholder derivative line of business?

19 A. I don't know what you mean by sources of
20 contact.

21 Q. You mentioned that he had reached --
22 reached out to the firm's sources of contact for
23 derivative cases and made statements to the effect
24 of the firm's no longer --

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1014

PATRICIA WEISER

225

1 A. Our -- our client sources?

2 Q. Yeah.

3 A. Okay.

4 Not source -- I don't know what sources of
5 contact means. If I said that, then I take it back.
6 But our client sources.

7 You know, you need clients to pursue a
8 business. And he was going to a new firm, and he
9 needed to bring business. So he needed clients or
10 client sources, and he tried to take ours and did
11 take some. And they weren't his. They were Rob's,
12 and he poached them.

13 Q. Do you know which client sources he
14 poached?

15 A. He didn't poach client sources, he poached
16 actual clients. And there were a couple of cases.
17 I -- I don't remember the name of the clients, two
18 or three cases. But he contacted -- I know he
19 contacted a longer list of clients.

20 Hey, look, I wasn't involved. Again, I was
21 not personally involved in dealing with that, other
22 than administratively providing support to whoever
23 was dealing with it or providing documents to
24 Counsel in connection with the litigation against

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1015

PATRICIA WEISER

226

1 Brett, but in terms of who he contacted, I -- I
2 don't remember. How many clients he took, I don't
3 remember. I'm sure it's all set forth in that -- in
4 the Complaint that you have on your screen.

5 Q. You have -- you were explaining your -- the
6 firm's budgeting process, generally, and you
7 mentioned how the -- some of the cases or types of
8 cases that the firm has, you know, you -- you can't
9 really budget for those due to, you know, the -- the
10 amount of time it takes before they -- they resolve.

11 For the Sprint derivative case, once that
12 had reached a tentative settlement agreement amongst
13 the parties, would that have been a point where the
14 proceeds from that litigation would have been
15 budgeted?

16 A. So -- and we're speaking generally and not
17 specifically about Sprint because I don't --

18 Q. I'm not asking you if it was on the budget.
19 Generally, if a Tentative Settlement
20 Agreement is reached and pending, would that be
21 included on the firm's budget?

22 MR. ROSENZWEIG: Objection as to
23 form.

24 THE WITNESS: So, to be clear,

PATRICIA WEISER

227

1 this is internal budgeting.

2 This is not anything that rises
3 to the level of giving projections to banks
4 or bankers for financing, this is our
5 internal budgeting. We have three tiers,
6 three internal tiers of how it lands on our
7 budget.

8 There is -- well, at the very top
9 is the money that comes in. So when it
10 comes in, it's reflected on the top, this
11 is the money that's come in this year, then
12 there is the settlements, then the cases
13 for which there is a Final Settlement
14 Agreement signed, and for which we have no
15 reason to believe that there will be any
16 issue with approval of that settlement.

17 So to the extent that we had no
18 reason to believe that there would be any
19 issue with Sprint prior to Mr. Hartleib's
20 objection, for example, the full amount of
21 settlement would have been reflected on
22 the -- on the sheet.

23 We were in that case with
24 multiple partners. So our perspective

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1017

PATRICIA WEISER

228

1 piece of that would have been reflected on
2 the budget, per the agreement amongst
3 counsel as to how we were going to split
4 it. That agreement is made before the case
5 sometimes, during the case sometimes, after
6 the case sometimes.

7 I do not know how it was made or
8 if it was made in Sprint, but that number
9 would be reflected once there is a
10 certainty to our receiving it. If there's
11 any reason it's not certain, it -- it might
12 not be on the budget at all.

13 Like -- so as soon as -- as soon
14 as there's an -- an objection by
15 Mr. Hartleib, who's a known objector, at
16 that point it -- it may stay on with, like,
17 a question mark or it may be taken off, and
18 just kind of wait to see what happens. If
19 there is a Tentative Settlement -- so then
20 there's another layer.

21 The bottom-bottom layer is we are
22 working on a settlement, we are close to a
23 settlement, we have signed a Preliminary
24 Settlement Agreement, anything short of

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1018

PATRICIA WEISER

229

1 there is a final signed Stipulation
2 Settlement with, like, a hearing date set.
3 That's the lowest level, and it could go on
4 that.

5 So if there is any uncertainty
6 about a Final Settlement Agreement, it
7 might pop down to the next level. Anything
8 less than that, the entire rest of the
9 caseload is not on it, is not on our
10 budget. And the budget has changed over
11 the years.

12 So, for example, when I was
13 actively litigating M&A cases, they only
14 last twelve to eighteen months. How much
15 you're going to make in them is soon in the
16 litigation. Like it's easy to budget for
17 them, they're quick, and the amounts get
18 decided quickly, and there's a certainty of
19 process in terms of how they get approved.

20 So I can't project out M&A cases
21 beyond a year, a year and a half, at the
22 most because I haven't even filed the cases
23 that I'm going to have next year yet.

24 So it -- it's impossible for me

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1019

PATRICIA WEISER

230

1 to do, like, a five-year projection, for
2 example, for M&A. You know, I'll -- I'll
3 go through five rounds of cases from that
4 time.

5 For derivatives they usually last
6 three to five years. So derivative cases
7 could land on there, but not until they
8 reach the point of settlement. So the
9 whole length of the case, it's not on my
10 budget. It's not on my -- it's not on my
11 projection's list. And some things drop
12 off when things go sideways.

13 So if Sprint was on it, it was on
14 it, and at some point it got deleted.
15 As -- and as soon as we make the decision
16 that we are not going to take any money
17 from this case, so as not to -- so to try
18 to alleviate stress from our partners in
19 the case, our colleagues in the case, like
20 we're not going to take anything.

21 It's happened a handful of times
22 where something happens, I don't know what
23 it is, and I'm like, look, I'm not going --
24 like, I'm just going to back out. You guys

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1020

PATRICIA WEISER

231

1 keep going. It happens with everyone,
2 like, you know, it's life.

3 So when things went sideways with
4 Sprint, yeah, it just got -- it just
5 dropped off the list. We weren't going to
6 get any money from it, and we didn't, other
7 than, like, some small number of expenses
8 that were distributed, like, earlier.

9 BY MR. MOTT:

10 Q. Have there been other shareholder
11 derivative cases where The Weiser Law Firm
12 participated in the case through a Tentative
13 Settlement Agreement and then decided not to take
14 any portion of the fee award?

15 A. Not that I'm aware of.

16 Sprint was the first case where Rob ever
17 had a fee reduced, as far as I can remember.

18 Q. Since the Sprint case, have there been any
19 other cases where a fee has been reduced?

20 A. I think there was one, and you're going to
21 have to ask Rob, but, I -- but, again, this goes to,
22 like, the Hartleib curse and just the dark cloud
23 that kind of waves over us all. I think there's one
24 more. We've -- we've also had a couple of cases. I

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

PATRICIA WEISER

232

1 think these were M&A cases, where they literally
2 just sat on a judge's desk for years.

3 I -- I can't tell you why it's that. I
4 don't know what -- if that judge reads The Wall
5 Street Journal, like, I don't know, but we didn't
6 get paid in cases over the course of, like, three to
7 five years waiting for judges to sign them, and I
8 can't tell you why because the judge won't say. And
9 one of them we got nothing -- I -- two I'm thinking
10 of, one I don't think we got paid at all, and the
11 other one we eventually got paid some amount of
12 money, that, you know, we needed five years prior.

13 MR. ROSENZWEIG: Tyson, I'm going
14 to ask for three minutes.

15 MR. MOTT: Yeah.

16 Let's make it five. I'm going to
17 see if I can kind of find out an efficient
18 way to complete this, but I think I'm done.

19 Let's take five.

20 VIDEO SPECIALIST: 4:52, off
21 video.

22 (At this time, a short break was
23 taken.)

24 VIDEO SPECIALIST: 5:00 p.m., on

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1022

PATRICIA WEISER

233

1 video.

2 BY MR. MOTT:

3 Q. Are you aware of any instances where a
4 third-party has expressed an opinion regarding the
5 reputation of The Weiser Law Firm subsequent to the
6 conduct of Mr. Hartleib?

7 A. A negative one, you mean?

8 Q. Any -- any instances where they have
9 expressed an opinion.

10 A. Not to me personally.

11 I would say, generally, I've heard Rob
12 speak of it over the past couple of years, but I
13 couldn't give you any specifics, you'll have to ask
14 him.

15 Q. What is your husband's date of birth?

16 A. [REDACTED].

17 Q. Has he ever applied for any form of
18 disability, whether it be with the government or
19 through a private carrier?

20 A. No, not that I'm aware of.

21 Q. Okay.

22 Has he ever had to take a leave of absence
23 from the firm for any reason?

24 A. A formal leave of absence, no. And that's

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1023

PATRICIA WEISER

234

1 not how the -- the firm works, but no, not formally
2 as other businesses do.

3 Q. Was he -- was there ever a period where he
4 took an extended break from his obligations at the
5 firm regardless of whether it was a formal leave?

6 A. Sure.

7 Over the years -- look, you know, we -- we
8 work when we have to, sometimes that's all the time.
9 When you need to take a break, you need to take a
10 break.

11 I would say that all of the stress caused
12 by Mr. Hartleib has caused him to take more breaks
13 than normal. It hasn't had him work -- not complete
14 his work that he needs to do, but, yeah, I mean,
15 like, he takes breaks when he needs to, when the
16 stress gets too much.

17 Never -- never has he stepped away from his
18 position as the -- the managing partner of the firm
19 who's running the cases, but we have able-bodied
20 attorneys working on things. So if people need to
21 take a day off, then take a day off. If you need to
22 take a week off, take a week off.

23 Rob is very good about taking care of
24 himself and knowing what he needs to stay in good

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1024

PATRICIA WEISER

235

1 shape physically and mentally as best he can. I
2 think that professionals would disagree at how good
3 of a job he may or may not be doing. I think he's
4 carrying a lot because he feels he has to.

5 So, yeah, nothing formal, but if somebody
6 needs to take a break, they take a break.

7 Q. And earlier today you referenced a -- a
8 vacation that he -- that he took without you.

9 A. Yeah.

10 Q. When was this?

11 A. So this was, I want to say the end of June,
12 this year.

13 Q. And how long was that trip?

14 A. About ten days, I think.

15 Q. And where did he go?

16 A. He went to Paris with my oldest -- our
17 oldest daughter. She just graduated from high
18 school, and they have been planning this for a long
19 time. And, unfortunately, myself and my other
20 daughter could not go at that time, so they just had
21 their own dad/daughter.

22 Q. And why were -- strike that.

23 How many children do you have?

24 A. Two.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1025

PATRICIA WEISER

236

1 Q. And how old are they?

2 A. Eighteen and sixteen.

3 Q. Do they both still reside with you and your
4 husband?

5 A. At the moment, yes.

6 The eighteen-year-old is going off to
7 college in the fall.

8 Q. And why were you and your daughter unable
9 to attend the trip with your husband?

10 A. Softball. She had a softball tournament.

11 We had to -- we were out in Denver for a
12 week, for the exact same week for a -- a national
13 softball tournament that she was invite -- that
14 she -- she and her team were attending and competing
15 in, so we had to -- it was always softball. If
16 it's -- if it's May through -- ah, it's always
17 softball. We just couldn't find a week when
18 softball didn't conflict with something else because
19 there aren't any.

20 Q. Other than --

21 A. This is one of those times, like this is a
22 good example of taking a leave where Rob needed to
23 get -- get away, and get away from the day-to-day
24 stress and grind. So I -- you know, in -- in prior

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1026

PATRICIA WEISER

237

1 years perhaps I would have pressed a little more to
2 find a time when all four of us could go, but I
3 think he really needed to get away and spend that
4 time with -- with our older daughter. It was well
5 spent.

6 Q. Has the conduct alleged in the First
7 Amended Complaint or any resulting symptoms that
8 Mr. Weiser has suffered as a result of that conduct
9 had any impact on your physical relationship with
10 your husband?

11 A. No.

12 Well, I don't know what you mean by that
13 exactly.

14 Q. Any -- any expressions of affection or
15 intimacy?

16 A. Yeah, it has.

17 Boy, I wasn't prepared to get into this.

18 It's just super stressful, like, you know,
19 I -- we are very close and are very loving. We hold
20 hands a lot. We're always with each other. It's
21 too stressful for more than that. Like we need this
22 to be done, to get past this.

23 Q. Other than attorney's fees and related
24 expenses, how would you calculate the law firm's

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1027

PATRICIA WEISER

238

1 losses attributable to the conduct of Mr. Hartleib
2 alleged in the First Amended Complaint?

3 A. I think the largest loss is the loss -- the
4 opportunity cost.

5 You know, I -- I testified earlier about
6 the example of the case where we were either not
7 appointed or removed as lead counsel that resulted
8 in a \$10,000,000 fee. That fee would have been
9 ours, but not for Mr. Hartleib and his involvement.

10 My recollection is that the judge made it
11 very clear that while he did not accept
12 Mr. Hartleib's harassing and vexatious statements as
13 true, all things being equal, lead counsel can't
14 have this mess hovering over them. So that, so
15 there's \$10,000,000. How that would have been
16 distributed and what we would have netted out of
17 that, I don't know.

18 There's all the cases that we did not get a
19 call about, the cases that our colleagues would have
20 worked with us, but for knowing Mr. Hartleib was
21 going to show up in court, I can't count those
22 because there would be absence of a call.

23 What I can count is the absence of revenues
24 and the -- the significantly lower number of lead

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1028

PATRICIA WEISER

239

1 counsel positions that we both got and pursued over
2 time because it became very clear that we did not
3 want to pursue -- well, we didn't want -- we didn't
4 want to put our -- ourselves or our colleagues in
5 harm's way, and Mr. Hartleib was in -- in that way.
6 He was -- he was harm's way.

7 And so it's the absence of what we would
8 have done had we not known he would be waiting for
9 us in every court we ever entered in appearance, to
10 calculate that, I'm not sure. I -- I'd have to give
11 that some more thought.

12 There is the -- the -- the damages. The --
13 the other big calculation for me is the amount of
14 money that we have spent in time and money dealing
15 with this. We are -- like I said earlier, we are a
16 very efficient operation. Our lawyers have spent
17 thousands, thousands of hours dealing with this,
18 working on this, defending this when Mr. Hartleib
19 sued us.

20 You know, we have insurance to cover when
21 someone sues us, so that triggered that coverage,
22 much like Mr. Hartleib, his insurance is paying for
23 you, and yet commercial insurance isn't quite as
24 broad as personal insurance. So we -- let me step

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1029

PATRICIA WEISER

240

1 back.

2 It's not as broad. It doesn't cover as
3 much. It doesn't allow for the proactive litigation
4 that we're used to conducting. We -- we're not
5 satisfied with the counsel that were assigned to us.
6 They were not familiar with our business, which I
7 appreciate is a very niche, high-sophisticated
8 business, but the best way to -- we knew the best
9 way to defend ourselves, they did not. So we did a
10 lot of the work ourselves.

11 We wanted to pursue counterclaims, and our
12 insurer would not pay for that, so we hired
13 Mr. Rosenzweig and expended countless hours and lots
14 of money drafting counterclaims and preparing a
15 litigation strategy in an attempt to stop the
16 harassment that eventually led to the Amended
17 Complaint that you have in this case now.

18 You know, administratively, dealing with
19 all the insurers throughout this process and all the
20 things that Mr. Hartleib and his harassment has
21 touched in our lives in the last five years, it's
22 touched everything.

23 So, like, for example, every year I have to
24 do insurance renewals. Every year I have to mention

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1030

PATRICIA WEISER

241

1 this, like is there an outstanding litigation that
2 the firm's involved in? Every year I have to
3 explain where we're at and what's happening. Every
4 year my insurance broker says, what, what's that guy
5 doing? This is something that I deal with
6 administratively on a regular basis because it's
7 part of who we are now.

8 That impacts insurance rates, renewal
9 rates. I -- I couldn't calculate the differences or
10 how the underwriting does it. I'm not privy to that
11 information.

12 We've lost employees, valued employees who
13 we care very deeply for, the opportunity cost of
14 other work that those employees could have performed
15 were they still with the firm. It -- it's a lot of
16 lost opportunity because we cannot do our jobs with
17 him threatening to say what he says about my husband
18 and our firm every time we go into court.

19 We will not expose our employees and our
20 colleagues. So we cannot pursue our business in the
21 way that we would have otherwise.

22 So I -- I rely on Mr. Rosenzweig and his
23 colleagues and Rob to figure out the best way to
24 calculate that. I know Rob has more information

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1031

PATRICIA WEISER

242

1 than I do about the lost opportunities that we
2 missed out on because of Mr. Hartleib over the
3 years. There are numbers associated with all those
4 opportunities, and then there's just the more
5 general -- you know, I -- you can't calculate what
6 you don't do because of someone, but I can calculate
7 how much I had to sell to pay -- you know, how much
8 I had -- like I -- I sold to pay salaries.

9 And I had to let people go over time
10 because I couldn't afford their salaries, and I
11 haven't been able to give, you know, a -- real
12 salaries to the people that still are working for
13 me, and no bonuses.

14 It's -- all the cases that would have been
15 filed, revenues that would have been earned and the
16 lives that would have been impacted in a positive
17 way have been impacted in a negative way, and that
18 is attributable to Mr. Hartleib.

19 How we come up with the numbers, I'm going
20 to leave that to Mr. Rosenzweig, but it's the --
21 it's the opportunity cost as much as anything and
22 expense that we have incurred out-of-pocket, and
23 time, thousands and thousands of hours of time. I
24 mean, we bill out almost \$1,000 an hour.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1032

PATRICIA WEISER

243

1 Do you want to add that up?

2 Q. The loss of opportunity in terms of not
3 getting the client referrals that you used to, is --
4 is there any way to measure the -- the change in the
5 amount of referrals for any given time period,
6 whether it be year to year or quarterly, anything
7 like that?

8 A. Well, first of all, I would take issue with
9 your characterization that the referrals went down.
10 I don't believe I ever said that. If they did,
11 that's something that Rob could answer.

12 More than that, from where I'm sitting, is
13 the inability to expose our referral sources to
14 Mr. Hartleib, we just can't do that, we're not going
15 to do it. You know, they're all getting subpoenas
16 from you, it's super disruptive, it's super
17 embarrassing, it's super stressful, and we're --
18 we're just not going to do it. So there's a lot of
19 opportunity missed to prevent and protect our
20 colleagues and friends from Mr. Hartleib.

21 Q. The statements that are included as
22 exhibits to the First Amended Complaint are --
23 include e-mails, correct?

24 A. I mean, you can show them to me. I don't

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1033

PATRICIA WEISER

244

1 know.

2 Q. Sure.

3 A. Yeah.

4 Q. Do you -- while I'm getting that ready, did
5 you participate at all in the identification of
6 potential witnesses, giving The Weiser Law Firm's
7 initial disclosures in this litigation?

8 A. Not that I recall. I -- I suspect that
9 I -- I was made aware of it, but I don't -- I would
10 not be the primary source for those types of
11 details.

12 Q. Okay.

13 Would -- do you know an attorney by the
14 name of Alfred Yates?

15 A. Yes.

16 Q. Is he a colleague?

17 A. Yes.

18 I -- I haven't spoken to him in a very long
19 time, but he was one of the -- yes, he -- he was a
20 colleague for the better part of my early career in
21 this field.

22 Q. Would George Agular (ph) be considered a
23 colleague?

24 A. I don't -- I -- I know Mr. Agular. I think

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1034

PATRICIA WEISER

245

1 I worked with him on a case or two. I -- I
2 recognize the name, but -- he's certainly a
3 colleague of the firm and the other folks that work
4 at our firm, but our timing didn't -- didn't overlap
5 personally.

6 Q. Do you know an attorney by the name of
7 Mark McGrory?

8 A. I'm sorry, can you just say that again?

9 Q. Mark McGrory?

10 A. Could you spell the last name? That
11 doesn't sound familiar.

12 Q. M-C-G-R-O-R-Y.

13 A. That doesn't sound familiar to me, no.

14 Q. How about a Jay Razzouk?

15 A. One more time.

16 Q. Razzouk.

17 A. Could you spell that?

18 Q. R-A-Z-Z-O-U-K?

19 A. No, it doesn't sound familiar.

20 Q. Brian J. Robbins?

21 A. Oh, Brian Robbins, sure.

22 Q. Would -- would he be considered a
23 colleague?

24 A. He would be a colleague and friend, to Rob

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1035

PATRICIA WEISER

246

1 especially. I haven't saw -- I haven't spoke to him
2 in a long time, but early in my career absolutely.
3 Certainly a colleague of Rob's.

4 Q. I have placed on your screen Exhibit-12 for
5 the First Amended Complaint.

6 A. Can you make it a little bit bigger?

7 Q. Absolutely.

8 A. Thank you.

9 Okay. Okay. All right, got it.

10 Q. Okay.

11 And I'll -- I'll represent to you that
12 recipients of the e-mailed statements that were
13 attached to the First Amended Complaint have been
14 identified, also an admission to disclosures in this
15 litigation.

16 By bringing this litigation and -- and
17 including all -- all of the e-mails, has The Weiser
18 Law Firm exposed its colleagues to Mr. Hartleib?

19 A. I don't -- could you ask the question
20 again? I don't understand the question.

21 Q. I'm sorry.

22 By bringing this litigation, has The Weiser
23 Law Firm exposed its colleagues to Mr. Hartleib?

24 A. By bringing this litigation, the one that I

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1036

PATRICIA WEISER

247

1 am being deposed in right now?

2 Q. Yes.

3 A. I am appreciating that we have provided a
4 vehicle for Mr. Hartleib to continue his harassment
5 to anyone who had the misfortune of being copied on
6 an -- on an e-mail or a Complaint or any litigation
7 that we've been involved in.

8 So by our -- any -- any way any firms are
9 associated with us in litigation, they have been
10 exposed to Mr. Hartleib, and therein lies the -- the
11 heart of the problem that we can't control and that
12 we -- we don't want to continue to expose.

13 So for some time while he was harassing us,
14 we ignored him and just dealt with what he was
15 alleging in any particular case, in any particular
16 court, at any time, and we did that for years.

17 And after the Kansas litigation where he
18 sued us that we won, and he kept going, it became
19 very clear and -- and very -- and Rob became very
20 adamant that we could not continue with the firm
21 with Mr. Hartleib continuing his harassment and that
22 we had to take corrective measures, including this
23 litigation.

24 So, yes, by -- by commencing this

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1037

PATRICIA WEISER

248

1 litigation in an effort to stop the harassment, it
2 has resulted in our colleagues being harassed by
3 subpoenas served by your office. Ironical, but true.

4 Q. And so subpoenaing individuals identified
5 by The Weiser Law Firm as part of this litigation,
6 you would consider that to be harassment?

7 A. I would need to you rephrase that.

8 Q. Yeah.

9 By Mr. Hartleib, through my office
10 subpoenaing potential witnesses identified by at
11 The Weiser Law Firm in this litigation, Mr. Hartleib
12 has harassed -- engaged in further harassment?

13 A. Yes, I believe so.

14 It -- I believe that every subpoena has
15 been issued from your -- from your firm by -- by
16 Mr. Hartleib, your client, it has been done to
17 perpetuate the nonsense that he's been spewing in
18 courts around the country that serve only -- that
19 are lies, that serve only to harass my husband, my
20 firm, and anyone that they're directed to.

21 This case is -- was brought with the sole
22 purpose of stopping him from harassing us with
23 baseless lies. Lies. And yet he is using this
24 litigation to harass anyone and everyone he can.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1038

PATRICIA WEISER

249

1 God forbid they get their name mentioned at
2 a deposition. So, yeah, we -- we have -- we have
3 in -- we have inadvertently given him a vehicle to
4 harass further.

5 Yeah, it's harassment when you're -- when
6 you're -- when you're spewing lies. It's harassment
7 when you are telling untruths. It's harassment when
8 you are serving subpoenas on people with no valid
9 basis for doing so. No, it's harassment.

10 Q. So asking Mr. Yates whether the statements
11 of Mr. Hartleib have had an impact on his opinion of
12 the law firm's reputation constitutes harassment?

13 MR. ROSENZWEIG: Objection as to
14 form.

15 THE WITNESS: Yeah.

16 MR. ROSENZWEIG: I don't think
17 that's --

18 THE WITNESS: Go ahead, Phil.

19 MR. ROSENZWEIG: I think that
20 mischaracterizes what the testimony was,
21 Pat, if you can, answer the question.

22 THE WITNESS: So -- I just feel
23 like I'm speaking to a six-year-old, so I'm
24 just going to speak to a six-year-old.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1039

PATRICIA WEISER

250

1 So when I had spoke to my
2 six-year-old, when she was six, it's not
3 the point, but you can't tell that to a
4 six-year-old because they don't get it.

5 So you can ask someone if
6 something happened.

7 So has this changed his opinion
8 of us? You know, Mr. Yates has whatever
9 opinion of us he has, and I don't know what
10 it is. I have nothing but good things to
11 say about Mr. Yates. I -- I haven't spoken
12 to him in probably twenty years. I have
13 fond memories.

14 But if Mr. Yates had attached to
15 him someone who was harassing him in court
16 and saying the things in court about him, I
17 wouldn't want to do business with him. Not
18 because I don't respect him and trust him.
19 It wouldn't change my opinion of him
20 whatsoever. It would, however, change
21 my -- my decision to do business with him
22 in court if I knew Mr. Hartleib was going
23 to be there every time he showed up.
24 That's the question to ask.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1040

PATRICIA WEISER

251

1 Did it affect his -- his opinion
2 of us? Maybe, maybe not. I hope not, but
3 it -- it -- it will -- and, look, I don't
4 know the last time we did a case with Al
5 Yates. So -- but if -- I assure you if one
6 comes up now and he thinks that
7 Mr. Hartleib's just going to show up, it --
8 it's just not something you want to walk
9 into. It's something to avoid. And it's
10 something we're not going to let him get
11 into, like we're not going to bring him to
12 it. We're not going to ask him to come
13 join the harassment party with
14 Mr. Hartleib.

15 So, like, the question -- yes,
16 it's harassment because you're -- you're
17 subpoenaing them to ask them questions that
18 are stupid, that have answers that are not
19 relevant to what's going on here.

20 You're asking if it changed his
21 opinion of us.

22 No, because he knows us. He
23 knows us. I don't know what he said. I
24 didn't read the deposition. He knows us,

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1041

PATRICIA WEISER

252

1 and he respects us, I presume.

2 He understands what's going on,
3 but at the end of the day, have I done any
4 business with Mr. Yates since 2016? No.
5 Have I done any business with any of these
6 folks? No.

7 And that's for two reasons, one,
8 I don't want to pull my colleagues into
9 this shit and expose them to this
10 humiliating activity and abuse, and, two,
11 they don't want to be in it either. It's
12 much easier just to do business with
13 somebody else.

14 Yeah, there's an appropriate way
15 to subpoena people and an appropriate way
16 to ask them questions in the context of
17 litigation, and this is not it.

18 So you want to ask us what he
19 thinks of us and if he thinks
20 Mr. Hartleib -- if that changes his opinion
21 of us? I hope it doesn't. I expect it
22 didn't. You didn't have to subpoena him to
23 figure that out.

24 Have we done any business

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1042

PATRICIA WEISER

253

1 together since? No.

2 BY MR. MOTT:

3 Q. Have -- you -- you mentioned a second ago
4 that you have not seen the transcript of the
5 deposition of Mr. Yates, just continuing to use
6 Mr. Yates as an example, but you have not reviewed
7 that transcript, correct?

8 A. Nope. I haven't reviewed anything, not
9 one.

10 Q. And you didn't attend that deposition?

11 A. Nope.

12 Q. So you don't know what questions were asked
13 of Mr. Yates at his deposition?

14 A. Nope.

15 Q. And without revealing any attorney-client
16 communications, you -- you don't know what specific
17 questions were posed to Alfred Yates?

18 A. No.

19 Q. But the fact that the deposition occurred
20 in and of itself, when he was identified as a
21 witness by the law firm, is harassment?

22 MR. ROSENZWEIG: Objection.

23 And what you're doing right now,
24 Mr. Mott, is bordering on harassment, so

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1043

PATRICIA WEISER

254

1 you're going to end this line of
2 questioning.

3 She answered the question in a
4 very precise way, and you're right, she's
5 not going to get into anything that's
6 attorney-client privileged, so move on.

7 MR. MOTT: Are you instructing
8 her not to answer?

9 MR. ROSENZWEIG: I'm instructing
10 you to -- I'm instructing you to move on.

11 MR. MOTT: So she can answer?

12 MR. ROSENZWEIG: You asked an
13 objectionable question, and, you know, I
14 don't think it's worthy of an answer, but
15 I'm not instructing her not to answer.

16 You know, she has answered the
17 question. And unless you're going to
18 represent that you asked the questions that
19 she indicated were appropriate in the
20 deposition of Mr. Yates, which you did not,
21 then, you know, you've got nothing more to
22 ask on this topic.

23 MR. MOTT: All right.

24 Let's take a two-minute break.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1044

PATRICIA WEISER

255

1 I'm going to take one more look at my
2 notes, but I believe we're -- we're pretty
3 much done here.

4 VIDEO SPECIALIST: 5:31, off
5 video.

6 (At this time, a short break was
7 taken.)

8 VIDEO SPECIALIST: 5:34, on
9 video.

10 BY MR. MOTT:

11 Q. Has the litigation that we're here for
12 today and the harassment that has occurred during
13 this litigation done any harm to the reputation of
14 The Weiser Law Firm or to the business of The Weiser
15 Law Firm?

16 A. Yes, it has contin -- because of the
17 litigation that we feel we must pursue against
18 Mr. Hartleib to stop the harassment, stress levels
19 at the firm are high, financial resources are
20 strained, we cannot pursue the lines of business
21 that we wish to pursue, the opportunity cost is
22 high, the emotional stress is high, and the
23 uncertainty of the business going forward --
24 there's -- there's great uncertainty about the

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1045

PATRICIA WEISER

256

1 business going forward because of Mr. Hartleib, and
2 whether it will continue as a business or not.

3 Q. And just to clear that up a little bit,
4 those things that you just described, have -- have
5 they harmed your reputation amongst your colleagues?

6 A. So I would say that it has lessened our
7 rep -- it has hurt our reputation by not -- by not
8 allowing us the opportunity to grow our reputation.

9 Like we have our reputation because of the
10 exemplary work we have done in courts across the
11 nation, which has been lauded by judges and our
12 colleagues and the like. And in the absence of
13 that, we are being prevented the opportunity to grow
14 our reputation.

15 The opposite of growth is what's happening.

16 We will, unless Mr. Hartleib stops, always
17 have this associated with us, mostly because I fear
18 he will appear in every court we go into if he
19 could.

20 So, yes, it has hurt our reputation because
21 we have backed out of the fulsome careers that we
22 were pursuing and the fulsome caseload that we were
23 pursuing because of him. So, yeah, our reputation
24 has suffered greatly because they have not -- not

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1046

PATRICIA WEISER

257

1 been permitted to grow during this time.

2 Q. And --

3 A. And the firm, the firm's reputation.

4 Q. What about this litigation that we are here
5 for, these proceedings for this case, what about
6 that causes a loss of opportunity for the firm?

7 A. The whole purpose of this litigation is to
8 get a human being to stop harassing us.

9 This isn't about money. Like I just want
10 him to stop. The firm -- he needs to stop or the
11 firm cannot go forward. Like we just can't work
12 like this, it's too embarrassing, it's -- it's too
13 humiliating, it's too hurtful, it's too distracting
14 and too destructive.

15 So we just need him to stop harassing us
16 and telling lies about us in public everywhere we
17 go, that's the point of the litigation that we have
18 been forced to bring in order to try to salvage our
19 careers and our business.

20 Q. And so the opportunities that The Weiser
21 Firm has not pursued or has felt that they -- it
22 would not be proper for them to pursue for whatever
23 reason, is that the result of Mr. Hartleib not going
24 away or a result of any action that has been taken

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1047

PATRICIA WEISER

258

1 as part of this that we are here for today?

2 MR. ROSENZWEIG: Objection as to
3 form.

4 You can answer it, if you can.

5 THE WITNESS: Yeah.

6 There was -- there was some part
7 of that that I feel like you
8 mischaracterized my testimony, so I don't
9 want to answer that question.

10 If you could rephrase it, I'd
11 appreciate it.

12 BY MR. MOTT:

13 Q. I'm -- what's I'm -- what I'm trying to
14 draw a distinction between is the conduct of
15 Mr. Hartleib that is the subject of this litigation
16 versus the proceedings pursuant to this litigation,
17 whether it be the filings, the discovery, the
18 subpoenas, the depositions, that's what I'm trying
19 to separate.

20 A. Okay.

21 Q. I understand that there has been ongoing
22 harm from the -- the -- him still being out there,
23 him not going away, I -- I understand that portion
24 of your testimony, but my question is very specific

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1048

PATRICIA WEISER

259

1 to the proceedings in this case and whether the
2 proceedings in this case have caused any harm to the
3 firm's reputation.

4 A. So to the extent that our colleagues are
5 being subpoenaed in the matter and for the purposes
6 for which they are being subpoenaed, yeah, I think
7 that hurts our reputation and -- and our colleagues'
8 willingness and desire to do business with us going
9 forward, yes. So there's that.

10 The -- the activity in the litigation
11 itself I -- I feel has had a detrimental effect on
12 our business and personal reputations. In that --
13 not that we've done -- not that anyone thinks we did
14 anything wrong. I don't think anyone does. I think
15 we have -- we have -- I think people hold us in a
16 high esteem, frankly, which is a great feeling to
17 achieve that in your career after many, many years.

18 Not being -- not being able to work with
19 your colleagues because you're embarrassed that
20 you're going to bring this mess along with you
21 that's going to expose them to similar harassment --
22 you know, we're not the only people Mr. Hartleib has
23 done this to. You know, the Robbins Firm, they've
24 been through this. They don't want to go through it

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1049

PATRICIA WEISER

260

1 again, and we're not going to bring it to their
2 doorstep.

3 So the -- Mr. Hartleib has caused the harm
4 that we allege in the Complaint. He is continuing
5 to cause harm in the context of this litigation, and
6 I anticipate that he will continue to cause harm if
7 he will not agree to stop harassing us publically.

8 So there's a past, present and future of
9 harm that has been, is, and will continue to be
10 conducted by Mr. Hartleib in my view.

11 Q. Thank you.

12 And I appreciate that clarification.

13 MR. MOTT: And with -- with that,
14 I believe we can conclude the deposition.

15 THE WITNESS: Okay.

16 MR. ROSENZWEIG: Thank you.

17 MR. MOTT: Oh, I'm sorry, I
18 assumed Phil didn't have any questions, and
19 I shouldn't have done that.

20 MR. ROSENZWEIG: It's okay.

21 She's my witness, ultimately,
22 although she's your deponent. And I've got
23 nothing to ask her now.

24 VIDEO SPECIALIST: 5:42,

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1050

PATRICIA WEISER

261

1 conclusion of video.

2

3 (Witness excused.)

4 (Videotaped deposition concluded

5 at 5:42 p.m.)

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1051

PATRICIA WEISER

262

1

C E R T I F I C A T I O N

2

3

4

I, Christopher M. Pilot,

5

Professional Court Reporter and Notary

6

Public, do hereby certify that the

7

foregoing is a true and accurate transcript

8

of the stenographic notes taken by me in

9

the aforementioned matter.

10

11

12

13

14

15

- - -

16

17

18

19

20

21

22

23

Christopher M. Pilot

24

Professional Reporter

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1052

PATRICIA WEISER

263

A		
a.m 1:18 4:3	accounted 122:12	61:1,13 62:8 106:4 170:6,10
Abelson 45:2 52:10 95:16,21	accounting 21:4 22:17 25:20	225:22 240:18 241:6
96:3 107:5 161:1	25:21 26:2,17,19 151:20	administrator 35:7 160:8
ability 67:21 73:5,21 74:19	accounts 134:15 155:19	admire 139:5
75:15 190:1 192:6 209:1	accurate 46:3 98:19 116:15	admission 246:14
able 51:1 57:1,22 61:4 73:11	262:7	admit 222:1
78:15 94:24 115:16 125:15	accusations 54:20 60:8 77:7	admitted 6:8
132:18 146:14 159:2 172:10	85:10	adults 213:7
172:12 178:8 186:23 193:3	ACE 111:20	advanced 149:19
193:5 194:17 198:1 206:3	aches 196:7	advice 140:1
207:18 242:11 259:18	achieve 259:17	advise 54:5
able-bodied 234:19	acquisitions 32:9	advised 221:6
Ableson 14:14,17 15:3,3,9	act 50:4 54:21	affect 251:1
44:23 93:19 94:5 96:13,21	action 133:10 150:6 206:19	affection 237:14
96:22 97:1,12,20 98:3,19	257:24	affidavit 112:8 167:12,24
99:8,9 125:3 126:22 150:7	actions 47:4,20 49:5 69:10,12	affiliation 188:2
151:24 152:8 157:1 159:8	69:13 133:11 141:18 184:7	afford 73:19 222:9,10 242:10
160:12	194:2	afield 135:3
Ableson-and-Silo 160:6	active 5:21 36:16 92:4,9	aforementioned 262:9
Ableson/Silo 159:24	93:13 98:15 118:19 126:19	age 78:14 149:19
absence 233:22,24 238:22,23	126:20 127:19,19 131:24	aggressor 202:18
239:7 256:12	132:16 135:22 156:8 165:2	ago 17:24 88:2,2 90:5 92:15
Absent 55:1	165:9 191:3,9,11 192:23	92:16 102:4 110:12 134:17
absolutely 63:2 174:7 222:17	actively 6:2,4 31:9 32:5	144:16 155:14 176:14 177:8
223:4 246:2,7	136:17 164:24 229:13	177:10,23 214:13 253:3
absurd 54:20	activists 132:4	agree 145:16 260:7
abundance 52:23,24	activity 87:17 252:10 259:10	agreement 14:2 61:16 80:15
abuse 252:10	acts 132:7	80:18 167:14 226:12,20
acc 113:22	actual 10:23 67:20 102:6	227:14 228:2,4,24 229:6
accept 238:11	168:3 172:1 225:16	231:13
acceptable 88:18	acupuncture 200:5,6	agreements 62:9
access 24:17 25:11,13,15,19	ad 89:23	Agular 244:22,24
26:8,22,23 27:1,1 100:9	adamant 247:20	ah 11:8 82:24 236:16
105:9 106:1,3 113:22,23	add 243:1	ahead 31:21 63:3 96:6 102:15
118:17 132:14 134:19,21	additional 56:16	153:5 219:16 249:18
accessibility 118:23	address 30:8 55:20 63:18	air 74:23 173:20
accessible 118:21 127:8	79:16 155:2,4 183:8	al 4:9 251:4
accessing 26:12	addresses 112:11	alert 223:2
accompanied 61:24	admin 120:3	Alex 150:22 151:8
accompanying 100:20	administers 186:22 187:6	Alexander 150:23 151:8
accomplish 34:3	189:2	Alfred 244:14 253:17
accord 91:18	administration 159:4	allegation 218:11 219:7
accountant 10:19 20:12,15	administrative 10:1,4,7 20:7	allege 260:4
20:19 26:6,14,16,17 65:13	25:2 27:2 33:10 37:8 40:8	alleged 210:15 211:19 217:22
125:16,20	40:23 41:8 96:10 103:19	217:24 237:6 238:2
	106:3 124:8	alleging 247:15
	administratively 33:20 56:8	alleviate 200:9 230:18

PATRICIA WEISER

264

<p>allocate 103:23 allocations 61:17 allow 240:3 allowed 82:16 213:5 allowing 256:8 allows 124:10 139:7 Alpina 215:1 altered 197:7 alternatives 140:9 amend 53:13 Amended 32:15,19,24 43:18 94:23 102:3 121:9 144:16 167:7,7 172:11 176:15 210:16 211:20 237:7 238:2 240:16 243:22 246:5,13 America 74:5 145:5 American 2:9 American-made 215:3 amicus 72:18,22 99:14,17 184:6 amount 35:10,14 57:1 58:11 152:10 153:23,24 154:6,9 154:15 160:15 179:5 226:10 227:20 232:11 239:13 243:5 amount's 154:4 amounts 57:2 152:10 206:16 229:17 and/or 75:15 Andrew 48:8 anger 173:4 angry 203:16 212:2 anguish 145:19 annual 92:21 94:16 98:15,15 188:19 annually 92:12 anonymous 166:24 167:3 anonymously 166:13 answer 21:11 35:2 49:20 71:19 80:17 104:23 130:21 131:18,20 135:8 137:23 148:3 151:23 155:13 163:5 208:10 216:5 243:11 249:21 254:8,11,14,15 258:4,9 answered 37:14 254:3,16 answers 251:18 anticipate 168:14 260:6 anticipated 101:3 202:22</p>	<p>anxiety 146:3 173:3 189:23 202:23 205:21 anybody 87:13 anymore 118:18 137:2 151:15 182:2 194:22 208:13 224:4 anyone's 51:7 anyway 127:6 161:15 apart 65:8 apnea 190:2 apparent 69:21 apparently 99:7 183:5 appeal 59:14,18 61:4 170:21 171:1,3,8,14,15 172:1 appear 67:2 155:2 256:18 appearance 194:5 239:9 appearing 71:6 appears 151:11 167:6 applied 117:23 233:17 apply 152:9 appoint 77:21 appointed 76:10,18,22 238:7 appointment 77:3 appreciate 23:4 51:10 53:11 153:10 196:9 213:1 219:13 240:7 258:11 260:12 appreciated 198:6 appreciating 193:9 204:3 247:3 appropriate 21:23 30:23 252:14,15 254:19 approval 34:17 227:16 approve 32:23 75:15 approved 19:8 33:24 36:22 37:4 70:3 71:12 76:15,17 103:10 216:19 229:19 approves 36:23 37:6 103:17 approving 56:9 103:3,7 approximate 22:15 57:1 80:12,14 206:3 approximately 5:23 6:1 7:21 12:8 22:11 27:19 28:5 38:18 40:12 58:23 79:19 82:6 88:22 89:1 110:13 approximation 206:15 Archita 27:4,8 86:20 113:17 118:18</p>	<p>Archita's 114:12 116:12 118:24 archived 104:16 area 28:15 32:8 123:14 136:12 188:3 areas 32:7 69:16 183:8 arrived 61:12 article 140:14,21,21 141:6,14 141:16,20,22 144:4 145:11 150:12 161:19 162:10,11 163:1,14,17 aside 123:15 asked 20:13 43:24 94:5 107:16,18,19,20 108:3,3,5,7 109:23 120:21 148:14 154:2 154:10 156:13,23 157:16 253:12 254:12,18 asking 12:17,24 14:6 103:13 107:6 125:3 130:22 143:17 151:2 159:6 163:21 190:13 219:11 226:18 249:10 251:20 asks 26:12 aspect 170:8 assaults 66:13 asset 78:7 assets 68:3 73:13,16 78:1,5 83:15 84:16 85:12,21 assigned 240:5 assistance 186:3 assistant 20:17 assisted 139:24 assists 170:13 associate 199:1 associated 57:19 92:1 223:17 242:3 247:9 256:17 Association 165:14 assume 110:3 assumed 98:18 260:18 assuming 52:1 59:16 172:18 assumptions 150:13 assure 251:5 Aston 84:6 athletes 191:11 athletic 190:10,11 athletics 191:10 attached 3:16 21:22 76:23</p>
---	---	---

PATRICIA WEISER

265

<p>246:13 250:14 attack 139:17 144:17 176:17 176:23 177:2,12 178:2 183:7 185:8,14 210:22 attacked 55:12 67:11 75:3 attacking 175:20 attacks 70:19 74:13 75:13 77:24 146:3 176:21 178:16 182:15,16 185:5,6 attempt 240:15 attempts 162:8 attend 7:3 236:9 253:10 attended 188:19 201:8 attending 200:22 236:14 attention 50:16 53:1 153:11 attorney 2:6,10 5:19,21 12:13 14:1,10 15:15,18 18:4,15,20 19:8 21:21 22:20 23:18 31:11,18 35:20 39:19 43:11 90:18 91:2 93:1 94:7 95:12 98:24 103:2,2,6,11,16,17,22 105:2 108:13 123:19 125:5 127:5 129:7,8,9 147:12 149:15,15 152:20 168:23 171:1,1,2 244:13 245:6 attorney's 50:12 108:6,11 157:17 158:13 237:23 attorney-client 49:19,20 253:15 254:6 attorney-fee 34:20,21 62:1 attorney/client 129:15 attorney/employees 91:10,11 attorneys 13:5 73:3 93:6,14 93:15,18,23 94:14 123:24 129:19 137:18 138:3,8,11 165:24 220:21 234:20 attorneys' 50:14 76:14 87:22 96:11 attributable 173:10 190:5 238:1 242:18 attributes 167:4 audit 121:10,12,14,17,18 aunt 210:6 authority 24:15,18 available 127:4 223:1,2 Avenue 2:4 79:17 187:19 avoid 102:4 251:9</p>	<p>avoided 102:1 awake 196:4 award 34:20 36:9,17 37:1 59:22,23 62:1 100:21 102:6 170:22 231:14 awarded 60:5 awards 34:21 35:15,21 aware 43:19 53:2 77:22 90:16 99:20 100:8,9,13,15 106:20 117:17 130:6 140:12 140:16 151:2,7 160:13 161:21 163:21 164:2 166:14 167:6,8,9 169:9,11 170:18 173:8,17 181:7 183:11 185:9,20 186:13,13 189:21 190:3 197:6,13,14 205:20 216:17 231:15 233:3,20 244:9 awful 53:6 60:14 68:6,6 70:18,19 77:24 100:4 146:12 164:16,21 175:22,22 180:21 196:17 203:8 207:23 axe 73:1</p> <hr/> <p style="text-align: center;">B</p> <hr/> <p>B 1:4 3:14 114:11 149:23 B.A 7:2 B7 215:1 back 10:7 11:6 24:5 29:3,24 30:7 35:1 53:13 58:7 66:21 68:10 72:12,13 75:21 91:18 110:17,20 111:12 152:5 155:5 164:9 190:16 194:17 195:23 196:13 197:21,22 198:15,19,23 199:8,10,13 199:15,21 200:6 214:12,12 215:24 216:2 225:5 230:24 240:1 back-and-forths 217:18 backed 72:11 122:14 256:21 background 14:15,21,23 15:6 94:13 backup 20:14 115:14,15 bad 75:10,11 149:12 202:16 bad-ass 146:4 ball 181:14,17,19 bankers 227:4</p>	<p>banking 10:19 34:4 banks 78:19 227:3 bar 6:8,19 46:22 50:10 54:6 92:5,9,11,22 93:5 98:15 104:12,14 165:2,5,8,10,13 165:13 barking 212:24 barred 43:11 Barroway 16:21 17:2 111:8 111:12 baseball 203:21,23 based 50:6 95:15 101:20 baseless 248:23 basement 192:9 basically 192:9 basis 31:12 89:23 94:16 164:9 219:6 241:6 249:9 beach 195:6,20 196:20 204:1 bear 172:5 beat 219:17 becoming 135:22 157:24 began 42:7 beginning 7:18 11:15 21:17 101:2,5 161:22 behalf 4:19,24 32:6 107:24 133:10,15 139:9 belief 183:17 believe 7:22 9:4,13 27:14 33:4 50:9 53:21 54:7 72:19 79:3 81:2,8,12 86:16 98:6 108:4 109:12 111:6 113:17 152:6 154:9 157:13,14 164:24 165:7 169:6 171:13 172:2 190:5 194:2 197:1 204:17 206:18 208:7 218:5 220:18 227:15,18 243:10 248:13,14 255:2 260:14 believed 143:14 185:18 benefit 143:6 181:16 benefits 181:19 200:13 Berwyn 79:17 111:16 best 38:14 40:4 49:16 82:22 142:22 143:4 182:5 186:7 195:4 200:10 211:10 235:1 240:8,8 241:23 bet 179:1 better 26:13 49:1 50:23 70:14</p>
--	--	--

PATRICIA WEISER

266

138:21 166:7 178:3 181:7 191:2,2 221:12 244:20 beyond 14:1 52:2 124:24 229:21 big 9:17 56:4 67:7 161:14 181:13,24 182:9 239:13 bigger 46:7,10 57:14 95:2 111:3 172:19 197:4 246:6 bike 190:23 193:17,19 bill 22:10 42:1 242:24 billed 122:11 billing 122:1,6,20 128:23 129:3 bills 19:11,12 102:8 161:9 binder 108:12,14,20 109:8 112:10 115:3,10,11 158:15 binders 115:10,12 bio 90:14,19,22 bios 87:22 birth 233:15 birthday 215:11 bit 17:24 69:4 80:19,21 134:17 137:15 158:16 172:13 246:6 256:3 blank 49:14 130:19 149:3 blew 50:24 blown 184:2 BlueCross 188:11 bluntness 219:13 Board 139:19 165:6 body 194:9 196:7 bonus 58:13 bonuses 242:13 book 66:1 136:4 booked 194:24 bookkeeper 10:20 24:2 65:14 66:1 bookkeeping 19:1,10,18 20:5 20:6 21:13 22:12 books 103:24 bordering 253:24 boss 15:23 bothered 146:5 Botox 181:9 186:19,21,24 187:5 189:2 bottom 45:21 51:19 74:18 bottom-bottom 228:21	bought 80:11 81:24 83:22 86:7,10,17 214:23 bowling 181:14,17,19 Bowman 16:19 boxes 156:8 boxing 190:23 192:10 Boy 237:17 brain 53:10 164:8 182:7,10 182:13,20 183:8 break 30:8 62:19,22 63:7 102:14 111:21 184:15,21 232:22 234:4,9,10 235:6,6 254:24 255:6 breaks 234:12,15 Brett 73:10 83:19 103:11,12 103:12,12 104:2,6,8 111:4 215:21 216:9,18 217:2,15 218:12 220:15,18,19 221:9 221:23 222:3 223:19 224:3 224:7,8 226:1 Brian 245:20,21 brief 30:8 72:22 briefs 72:19 99:14,18 184:7 bring 36:19 50:16 72:10 133:10 208:22,23 225:9 251:11 257:18 259:20 260:1 bringing 153:11 207:23 209:3 246:16,22,24 broad 2:9 239:24 240:2 broker 241:4 brokerage 134:15 brokers 10:20 brother 143:5 brought 139:10 172:3 215:21 217:1 248:21 Bryn 201:2 buddy 111:1 budget 57:22 66:8,23 67:3 75:21 226:9,18,21 227:7 228:2,12 229:10,10,16 230:10 budgeted 226:15 budgeting 66:2 67:4,7,12 226:6 227:1,5 budgets 66:23 build 74:20 135:14 building 2:9 24:13 78:9,10,18	78:20,21 79:9,11,16 80:9,15 81:1,16,19,22,24 82:17 106:14 136:1,23,24 138:1 139:15 174:11 builds 198:4 built 133:24 135:19 136:4 139:2 145:2 bulk 69:18 bunch 30:12 213:19 burn 178:14 business 6:3 10:21 16:3 19:22 38:15 41:14,20 46:11 60:15 60:17 67:22 68:1,4,12,13 69:19,23 70:19 72:8,15 73:17 79:13,15 102:10 117:18 120:8 123:18 124:2 131:17 132:17 134:6 135:15 136:10,12,20,21 137:2 138:16 178:17 179:2,11 180:7 182:16 184:8 207:10 208:14,15,16 209:7 210:22 211:1 219:1 224:18 225:8,9 240:6,8 241:20 250:17,21 252:4,5,12,24 255:14,20,23 256:1,2 257:19 259:8,12 businesses 234:2 busy 101:19 209:7,8,10 buy 197:4
C		
C 2:1 262:1,1 C-R-O-O-K-E-R 201:18 calculate 237:24 239:10 241:9,24 242:5,6 calculation 206:14 239:13 California 39:2,4,10,13,16 40:2,6 call 15:5 36:15 44:22 46:12 46:16 49:13 50:6 60:2,7 75:9 120:4,5,19 140:7 238:19,22 called 49:21 52:10 78:8 115:5 120:10,10 calls 50:19 132:23,23 173:22 calm 203:15,18 209:1 cancer 210:3,7,8 capable 119:24		

PATRICIA WEISER

267

capital 8:10 caption 217:20 car 73:11 83:16,17 86:13 214:17,19,20 car's 214:24 cardio 192:8 cardiologist 190:9 cards 190:20 191:5 care 10:24 11:1,18 14:15 34:8 37:23 38:1 44:24 61:2 62:8 62:11 73:18 94:8 103:20 188:16,22 205:10 234:23 241:13 career 67:18 135:14 136:5 139:15 161:22 179:1 244:20 246:2 259:17 careers 60:16 133:24 139:3 256:21 257:19 carrier 188:10,13 233:19 carry 178:15 carrying 235:4 cars 73:12 83:18,20,21 84:23 85:22 215:16,17 case 4:8 12:18 20:3 22:21 24:24 31:4,18,24 33:9 35:9 35:21 36:14,18 37:11 38:3 39:6 55:6,7,7 58:21 59:23 61:7,15 70:21,23 71:1,17,21 71:22 72:2,3,7,11,19 76:10 76:12,13,15,16 77:4,12,19 100:21 103:16,18,21,23 104:1 116:21 119:6 121:11 122:12,13,20 123:3,10 125:2 126:1,14,15,18,20,21 127:2,19,19 128:8,17 129:5 133:2,7 135:5 140:15 157:2 159:20 161:12 168:9 176:1 201:22 202:24 204:6,9,12 204:18 205:24 206:23 210:16 217:1,19 219:2 223:7 226:11 227:23 228:4 228:5,6 230:9,17,19,19 231:12,16,18 238:6 240:17 245:1 247:15 248:21 251:4 257:5 259:1,2 case-related 24:24 caseload 229:9 256:22	cases 6:2,4 10:6,23 13:19,22 20:11 33:13 35:23,23,24 36:3,7,8 52:22 66:24 68:2 69:1,9 70:1,2,16 71:4,14 74:22,23,23 75:1,2,4,16,17 75:20 97:24 126:19 127:21 130:8 131:3,8 132:10 136:7 136:8 139:10 169:11 178:24 182:5 184:9,9 208:6 218:16 224:23 225:16,18 226:7,8 227:12 229:13,20,22 230:3 230:6 231:11,19,24 232:1,6 234:19 238:18,19 242:14 cash 78:21 79:12 Cassatt 79:17 casts 77:14 catching 153:10 categories 69:19 category 149:18 cause 112:8 199:17 209:3 211:24 260:5,6 caused 144:9 145:18 164:3 173:2 174:12 177:14 194:4 204:9 224:15 234:11,12 259:2 260:3 causes 164:11,12 174:18 177:21 182:18 184:10 207:6 207:8 257:6 causing 68:3 175:21 caution 52:24 cease 80:24 certain 11:17 20:13 24:17 67:3 90:21 109:19 115:18 118:15,16 133:19 140:18 152:9 153:23 154:14 213:19 213:20 223:24 228:11 certainly 45:20 68:17 112:5,5 114:5 121:7 156:20 158:8 216:5 219:15 245:2 246:3 certainty 228:10 229:18 certify 262:6 chair 174:23 chalk 199:17 challenge 46:15 challenging 211:3 Chanan 16:19 chance 63:1	change 78:18,19 86:13,14 87:15 89:19 243:4 250:19 250:20 changed 9:5 16:3 21:16 65:20 111:11 158:9 189:5 192:20 229:10 250:7 251:20 changes 51:21 111:23 194:4 196:22 197:22 201:24 202:23 204:5 252:20 changing 193:11 characterization 102:7 243:9 charge 56:8 131:4 chats 221:7,8 cheap 206:13 check 15:6 19:19,19,20 21:5 34:2,7 41:7,9 92:13 152:14 154:3 155:8,8 156:20 170:17 checked 52:3 94:16 checklist 94:8 checks 14:15,21,23 34:18 42:1 55:23 56:4,11,19 57:2 57:9,13,14 checkups 188:20 Cheryl 18:22 19:7 20:18 21:18 22:12,20 23:19,20,20 24:9,17 25:15 26:14,22 34:3 66:1 103:9,12 104:5,7 154:1 154:2,9 155:17 Cheryl's 154:6 chest 174:3 Chester 50:6 53:16 139:24 166:12 children 211:21 235:23 chiropractic 200:5 chiropractor 205:13 213:22 chiropractors 201:14,16 choose 70:10 75:1 chooses 186:5 chose 218:6 chosen 186:4 Chris 5:4 74:3 120:13,14 221:7 Christopher 1:13 262:4,23 churlish 72:18 citizens 73:3 claim 172:3
---	--	---

PATRICIA WEISER

268

<p>claims 100:15 110:3 135:5 217:10</p> <p>clarification 168:7 260:12</p> <p>clarify 103:5</p> <p>class 35:5 69:10,13 70:15</p> <p>class-action 32:9 35:5</p> <p>CLE 92:5,9 93:5,15 98:16</p> <p>clean 111:21 125:9,19</p> <p>clear 47:21 69:6 72:5 78:17 99:1 120:14 207:16 226:24 238:11 239:2 247:19 256:3</p> <p>clearly 147:18</p> <p>CLEs 92:11,18</p> <p>client 35:17 36:13 37:2 123:20 131:4 134:4 137:16 137:20 220:19 225:1,6,10 225:13,15 243:3 248:16</p> <p>client's 37:2</p> <p>client-incentive 35:15,21 36:9</p> <p>clients 35:23,24 36:2 37:5 68:15 72:16 131:7,12 132:9 132:12,13,13,15 133:18,19 133:21 134:7,8,13 136:7,8 139:9 145:5 170:3 208:6 217:23 218:2,21,23 220:7,7 220:10 225:7,9,16,17,19 226:2</p> <p>close 36:19 84:20 208:2 228:22 237:19</p> <p>closed 39:15 52:23 126:6 127:21</p> <p>closer 209:5</p> <p>closing 218:13 221:3</p> <p>clothes 197:4</p> <p>cloud 124:15 156:5 231:22</p> <p>cloud-based 25:8,10 26:22 106:13,15</p> <p>co-counsel 61:6,11</p> <p>coached 191:12</p> <p>coaches 212:17</p> <p>coaching 191:13</p> <p>code 79:18</p> <p>cold 179:18,18</p> <p>cold/dry 179:18</p> <p>collateral 79:12</p> <p>colleague 4:18 145:11 244:16</p>	<p>244:20,23 245:3,23,24 246:3</p> <p>colleague's 60:12</p> <p>colleague/attorney 129:24</p> <p>colleagues 38:15 46:22 60:15 60:17 61:11 72:8,8 75:14 129:13 132:21 138:3 143:9 143:23 144:11 149:4,13 207:22,24 230:19 238:19 239:4 241:20,23 243:20 246:18,23 248:2 252:8 256:5,12 259:4,19</p> <p>colleagues' 259:7</p> <p>collectively 215:17</p> <p>collector 215:5,14</p> <p>collects 155:20</p> <p>college 190:15 199:12 200:6 236:7</p> <p>colloquies 72:15</p> <p>colorful 17:23</p> <p>combination 142:21 176:4</p> <p>come 33:12 35:8,15,22 36:4 53:1 55:16 57:11 62:22 70:10 73:21,21 74:10 85:8 101:23 103:10 104:6,7 107:10,11 123:13 132:22 133:18 141:6 168:17 186:19 195:2,3 196:7 201:5 227:11 242:19 251:12</p> <p>comes 23:16 34:11 35:19 103:21 127:24 162:17 174:22 177:9 180:8 191:19 199:2,3 210:22,23 215:16 227:9,10 251:6</p> <p>coming 30:7 67:4 84:18 176:24 178:18 219:15,15 223:12</p> <p>commence 50:17</p> <p>commenced 157:18 202:8</p> <p>commencing 1:18 247:24</p> <p>comment 166:6</p> <p>comments 168:4</p> <p>commercial 239:23</p> <p>Common 166:12</p> <p>communicate 62:5 119:12,14 130:2,3,3,4 210:17</p> <p>communicated 48:3 50:11</p>	<p>52:18 53:5 119:9 129:9,14</p> <p>communicating 62:7</p> <p>communication 105:19 129:23 130:15</p> <p>communications 50:1 107:17 131:5 139:18 158:22 253:16</p> <p>companies 131:24 132:3 133:4,9 135:18 139:9</p> <p>company 15:7 87:12 107:13 108:22 118:11 132:24 133:1 133:11,12,15 138:24</p> <p>Comparing 65:18</p> <p>compensate 36:18</p> <p>competing 236:14</p> <p>Complaint 32:15,20,24 43:18 94:23 100:10,11 102:3 121:9 144:16 167:7,7 172:6 172:11 176:15 201:22 210:16 211:20 217:1,8,14 223:3 226:4 237:7 238:2 240:17 243:22 246:5,13 247:6 260:4</p> <p>complete 232:18 234:13</p> <p>completely 60:9 122:14</p> <p>compliance 92:5,9 93:5,15 94:19 98:16</p> <p>compliant 92:14</p> <p>complied 21:3</p> <p>complies 20:19 172:15,20</p> <p>comply 122:5</p> <p>component 53:20</p> <p>computer 65:17</p> <p>computers 110:23 111:2</p> <p>concern 102:5</p> <p>concerned 46:9 47:10 134:8 149:22</p> <p>concerning 13:17</p> <p>concerns 55:20 61:19</p> <p>conclude 260:14</p> <p>concluded 261:4</p> <p>conclusion 164:18 261:1</p> <p>conclusions 150:13</p> <p>condition 167:13</p> <p>conduct 173:1 174:19 206:18 206:23 207:2,5,7,8 210:15 211:19 218:7 233:6 237:6,8 238:1 258:14</p>
---	---	---

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1058

PATRICIA WEISER

269

<p>conducted 15:6 132:2 139:22 170:2 260:10</p> <p>conducting 120:18 240:4</p> <p>confer 20:12</p> <p>conferencing 4:4</p> <p>confidentiality 13:11,18 14:2</p> <p>confirm 54:9 98:14</p> <p>confirming 93:4,14</p> <p>conflict 236:18</p> <p>confused 34:22</p> <p>confusing 48:9,13,17,18 76:21 105:10</p> <p>congenital 190:8</p> <p>conjunction 126:8</p> <p>connect 87:14</p> <p>connected 133:6,8 134:7 169:8</p> <p>connection 28:21 29:18 33:22 54:15 87:20 108:6,22 117:4 212:11 225:24</p> <p>connections 131:21</p> <p>connects 134:10</p> <p>conservative 67:5</p> <p>Conshohocken 187:18,19</p> <p>consider 248:6</p> <p>consideration 223:9</p> <p>considered 20:2 244:22 245:22</p> <p>consistent 200:11</p> <p>consistently 97:24</p> <p>consolidated 138:13</p> <p>constantly 145:6 182:19 191:12 198:3</p> <p>constitutes 249:12</p> <p>constricting 174:2</p> <p>contact 87:22 105:21 119:18 161:18 221:2 224:17,20,22 225:5</p> <p>contacted 50:18 225:18,19 226:1</p> <p>contacting 49:11</p> <p>contain 154:21</p> <p>containing 112:11</p> <p>content 50:2 89:15,17,21 99:20 114:6 141:7 159:7</p> <p>contents 115:12 140:21</p> <p>context 150:12 159:17 168:22</p>	<p>171:6 252:16 260:5</p> <p>contin 255:16</p> <p>continual 142:24</p> <p>continue 70:1 71:14 139:4 142:13 147:7 179:10,11 207:18 219:2 247:4,12,20 256:2 260:6,9</p> <p>continued 142:18</p> <p>continues 214:3</p> <p>continuing 223:14 247:21 253:5 260:4</p> <p>contract 18:15,20 93:6,14,15 94:4 95:12 103:2 149:14 152:6,20</p> <p>contracted 12:13 13:5 14:1,9 15:19 18:4 90:18 93:1 94:3 95:17 147:12 152:4,5</p> <p>contracting 93:20</p> <p>contractor 11:11 14:22 15:22 88:6,9,21,23 89:10,22 90:10 93:18 94:13 98:9,10 106:6 112:23 119:3 153:19</p> <p>contractors 13:10,16 14:14 14:16,16,20 15:1,11 90:5,23 93:23 103:15</p> <p>contracts 10:16 62:9,10</p> <p>contrary 211:9</p> <p>contributed 52:21</p> <p>control 24:11,16,19 52:2 70:1 180:2 202:17 221:18 247:11</p> <p>conveniently 122:13</p> <p>conversation 45:2 49:18 101:10 141:6 162:15 220:4 220:14</p> <p>conversations 162:23,24 163:1,13,21 164:2,6,15 209:2 220:1</p> <p>converted 192:10</p> <p>convey 130:7</p> <p>cool 182:12</p> <p>copied 115:9,10 247:5</p> <p>copies 19:2 26:20 108:16 118:14</p> <p>copy 13:5 21:6 108:17,21 115:2,4,7</p> <p>corner 178:11</p> <p>Corp 43:4,5</p>	<p>corporate 32:10 74:5 145:5</p> <p>corporation 8:10,12,15,23 9:2,10</p> <p>corporations 132:8</p> <p>correct 5:19 7:9,10 59:7 78:6 95:22 147:20 148:6 149:23 149:24 153:18 157:12 165:2 222:14 243:23 253:7</p> <p>corrected 149:24</p> <p>correction 161:19</p> <p>corrective 247:22</p> <p>correctly 91:14 95:18 173:5</p> <p>correlated 194:10</p> <p>corresponding 41:24 86:12</p> <p>cost 66:12,12 92:21 238:4 241:13 242:21 255:21</p> <p>costing 180:3</p> <p>counsel 4:14 5:3 11:10,12 30:22 33:9,24 34:15 35:9,12 35:16 36:16,17 37:1,2,21 49:13,14 51:6 53:17,21 59:24 61:16 69:24 70:6,7,11 70:15,17,20,24 71:12,18 76:11,19,22 77:2,3,5,9,23 109:5,22 110:3 116:7,19 117:3,12 123:12 124:19 125:16,20 137:9,21 143:18 149:3,3 184:9 206:16 225:24 228:3 238:7,13 239:1 240:5</p> <p>counseling 186:9</p> <p>counselor 186:10</p> <p>count 238:21,23</p> <p>counterclaimed 216:12</p> <p>counterclaiming 184:4</p> <p>counterclaims 240:11,14</p> <p>counties 50:15</p> <p>countless 240:13</p> <p>country 85:9 150:16 223:4 248:18</p> <p>County 50:6,12 53:16 139:24 166:12</p> <p>couple 16:20 25:4 28:7 73:12 78:19 79:7 82:23 84:8,9,10 89:1 91:19 110:15 113:4 146:21 149:4 172:14 181:2 181:3,15,18 185:21 189:16</p>
---	---	---

PATRICIA WEISER

270

193:2 195:24 205:3 206:9 214:12 215:2 225:16 231:24 233:12 course 19:22 59:21 65:17 81:19 82:2 89:14 96:23 106:9,18 108:15 117:18,19 135:14 136:5,16 139:3 232:6 court 1:1,15,21 4:6 5:4,5 19:13 29:2,23 36:22,22,22 37:4,6 52:3,19 58:20 59:5 59:15,17 67:11,23 69:24 70:7 71:7 77:8,23 122:1,22 166:12 171:14 184:6 216:1 222:21 238:21 239:9 241:18 247:16 250:15,16,22 256:18 262:5 court's 61:23 102:7 122:5 170:22 courts 53:1 71:16 85:9 87:19 143:1 146:12 150:15 168:9 248:18 256:10 COV 106:13 cover 92:21 239:20 240:2 coverage 239:21 COVID 27:21 38:22 82:15 craziest 51:7 crazy 55:15 143:8,8 145:16 145:22 149:6 create 158:4 creation 170:14 credit 78:20,22 79:12 85:17 85:19 cried 195:24 criminal 112:9,19 Crooker 201:17 cross 181:16 crush 174:8 crushed 146:6 crushes 174:7 crushing 176:6 cry 113:9 crying 102:4 195:21 cryotherapy 200:7 201:3 cure 200:2 current 10:8 63:18 88:8,20 88:23 91:7 92:7,10 110:7	123:11 144:12 169:11 188:9 217:2 currently 7:8 8:9 9:3,16 11:3 15:12 17:4 24:21 26:1 63:12,14 87:10 92:3 119:17 123:9 curse 67:14 75:10 231:22 cut 34:18 41:8 56:5 67:17,18 cutting 85:2,11 CVS 186:18 187:14 <hr/> D <hr/> D 3:1 DA 51:16 109:20 114:20 115:11,19 116:11 117:1 118:3 dad 196:21 212:15,22 dad/daughter 235:21 daily 83:23 154:6 164:9 damaged 72:24 damages 132:5 239:12 dark 231:22 Darn 17:13 data 124:13 date 7:20,23 17:17,19 19:3 80:12,14 104:21 206:5 229:2 233:15 dates 12:5 97:5 daughter 65:6 194:20 195:1 195:10 198:10 214:16 235:17,20 236:8 237:4 daughters 196:20 day 44:9 46:18 48:6 52:11 58:3 72:24 100:2,17 101:6 104:14 114:7 136:16 141:3 143:14 149:13,21,21 164:19 174:20 178:1,5 180:24 185:11 191:1,17 195:22 206:13 211:13,14 222:9 234:21,21 252:3 day-to-day 9:23 10:2 100:3 200:19 214:9 236:23 day-to-day-operations 9:24 days 102:3 144:16 176:14 177:8,23 208:1 235:14 deal 10:19 31:5 45:2 46:14 56:7 57:20,23 73:4,7 88:11	137:4 144:8 148:23 175:15 178:12 180:3,17 184:12 202:20 207:12 208:11 210:2 210:4,9 211:13 212:6 241:5 dealing 66:12 90:10 183:20 196:10 210:7 225:21,23 239:14,17 240:18 dealings 55:17 99:24 131:4 217:13 dealt 59:19 143:24 213:21 247:14 Debra 15:16 111:4 decade 82:3 119:20 December 7:15 81:2 decide 180:7 decided 70:8 96:12 218:2 222:16 229:18 231:13 decides 186:6 decision 28:18 77:1 170:22 171:14 230:15 250:21 decisions 29:8 declined 68:2 71:10 decrease 68:22,24 162:9 163:2 decreased 181:19 decreases 74:16 78:3 decreasing 85:14 deems 30:23 deep 99:23 108:8 deeply 167:10 241:13 defamation 100:14 defect 190:8 defend 85:9 206:4 240:9 defendant 1:9 2:10 5:1 defendants 37:7 defending 73:14 178:22,24 239:18 defer 210:20 define 170:23 definitely 46:5 53:19 56:1 114:14 168:3 degree 7:1 161:10 187:12 Delaware 6:16 delete 108:17 deleted 230:14 delivered 113:12 demonstrated 173:13
---	--	--

PATRICIA WEISER

271

<p>dental 213:19 dentist 214:1 dentists 213:17 Denver 236:11 deny 77:2 depart 112:23 department 32:1 69:9 113:10 218:13 222:20 223:6,8,11 223:11,16,20,21,23 224:9 departments 69:7 depending 19:3 99:3 101:5 depends 23:16 197:22 deponent 4:12 260:22 depose 199:6 deposed 247:1 deposition 1:3,12 4:2,5,12 17:16 32:14 63:24 104:10 176:16 195:18 203:6 249:2 251:24 253:5,10,13,19 254:20 260:14 261:4 depositions 258:18 depressed 176:9,12 185:22 193:5 208:20 depression 173:3 185:17 202:5,5,6 205:22 deprivation 173:3 depth 213:1 derivative 31:15,18,24 36:11 36:13 58:21 68:2 69:9,22 71:10 126:2,15 131:3,8,12 133:7,11,16 137:8,17,20 138:2,8,12 139:10 218:13 218:24 219:5,9 220:17 221:4 222:13 223:5,8,11 224:9,18,23 226:11 230:6 231:11 derivatives 68:23 230:5 derogatory 163:23 describe 185:7 206:22 described 140:22 160:15 173:1 180:18 185:8 186:12 256:4 DESCRIPTION 3:16 designed 111:15 182:16 desire 72:14 259:8 desk 44:13 100:17 232:2 destroyed 136:24</p>	<p>destructive 180:14 257:14 detailing 215:17 details 41:11 75:17 129:20 178:15 244:11 detectives 112:18 determine 46:23 49:15 determined 142:7,15 detriment 99:9,9 detrimental 259:11 diagnosed 198:21 213:10 died 214:21 Diego 39:1,2,3 differences 241:9 different 25:4 36:6,6,8 39:6 43:23 47:23 48:2 50:15 69:6,10 71:6 89:4 94:17 105:16 106:10,15 116:9 179:19 180:21 181:4 183:6 183:7,8 186:19 187:4,5 199:24 differentiate 207:1 differently 36:7,8 183:7 207:12,13 difficult 67:24 68:21 72:15 75:22,22 143:18 202:20,20 209:2 211:2 digital 21:7 23:13 24:8,22 25:13,20,21 26:2 digitally 22:22 23:12 direct 27:1 74:13 128:20 158:17 directed 109:4,21 248:20 direction 20:15 61:5 125:16 directly 15:8 35:18 36:1 92:15 97:12,13 98:5,13 103:14 105:22 152:1,5,7 204:8 directors 132:8 133:4,14 disability 233:18 disagree 235:2 disbar 44:6 disbarment 44:6 47:22 48:2 48:9,19,21 49:5 52:12 54:19 59:11,20 94:11 99:4 107:3 149:14 disbarred 14:13 43:20,22 44:2,19,20 45:7,12 51:20</p>	<p>59:7 99:1 141:4 142:1 147:15 149:5 165:19 166:8 disbelief 45:17 disbursed 40:9,13 41:1 59:24 160:23 disbursement 33:12,19 34:19 34:21 161:2 disbursements 41:5 Disciplinary 139:19 165:6 disclosed 55:3 185:5 disclosures 151:20 244:7 246:14 discontinue 219:4 discover 135:4 discoverable 127:5 discovery 47:6,19 49:4 59:7 107:23 109:2,20 115:15 159:19 258:17 discuss 45:11 65:15 130:6 133:5 134:9 discussed 46:15,20 52:15 119:5 141:3 162:21 166:17 222:17 discusses 166:19 discussing 45:7 102:24 124:3 140:8 142:21 220:3 discussion 34:14 42:8,9 46:7 46:21 223:5 discussions 61:6,10 140:6 171:18 Dismiss 100:12 disparage 71:15 disruptive 243:16 distance 192:20 distinct 48:3 distinction 49:2 258:14 distinctly 72:2 distracting 257:13 distress 172:4 distribute 35:17 36:2 61:5 distributed 35:16,18 37:1,15 61:7,8 231:8 238:16 distributing 34:1 60:3 distribution 33:22 35:11 37:16 38:1 61:2,14 district 1:1,1 4:6,7 50:12,13 108:6,11,13 157:17 158:13</p>
--	--	--

PATRICIA WEISER

272

<p>divorce 211:8 doctor 182:24 183:2,9 186:16 187:6 194:10,11 198:21,22 document 15:1 20:3,10 29:13 33:21 83:6 94:7 98:24 99:6 114:6,24 115:6 121:8 123:9 123:11 document-retention 124:4 document-review 95:14 documentation 13:15,24 14:10 19:21 21:5 30:13,16 30:19,22,24 33:23 155:22 documented 30:10 documents 7:15 9:4 14:10 24:24 25:2 32:13 96:24 108:10 109:4 112:10,13,18 114:19 115:21 117:1,3,11 117:20,21 118:6 123:18,20 124:1,5,23 125:11 126:21 127:3,7 150:22 151:3,7,11 151:17 156:18 157:2,3,15 157:21 158:4,12,14 159:6 159:13,16 225:23 dog 212:24 dogs 64:23 doing 24:6 31:3 41:18 75:20 84:12 99:10 112:3,4 120:20 130:10 141:10 145:8 146:13 156:7 179:11 181:20,21 184:6,8 193:22 218:15 235:3 241:5 249:9 253:23 dollars 206:7 door 57:10 doorstep 207:24 260:2 double 52:3 download 130:5 downs 212:6 downsized 223:19 draft 168:2,5 drafted 32:21 126:10 127:23 drafting 124:20 167:23 168:3 240:14 dragging 77:17 drastic 193:12 draw 258:14 drawing 130:19 dreamed 101:3</p>	<p>dried 66:6,18,22 drive 214:19,20,23 driven 86:8 driver 83:23 214:9 driving 211:8 214:17,18 drop 34:10 230:11 dropped 231:5 drove 196:13 224:6 drug 145:9 drugs 179:22 due 183:18 226:9 duly 5:7 dump 113:8 duration 141:3 duties 10:4,5,8 33:10 duty 33:3 dying 210:6</p> <hr/> <p style="text-align: center;">E</p> <hr/> <p>E 2:1,1 3:1,14 262:1 e-mail 21:21 23:17 24:1,4 100:9 104:2,11,15,20 105:7 105:12,18,21 106:1,2,5 113:24 114:3,12,14 116:13 118:18,24 119:11 120:5 125:2 129:22 130:3 143:2 156:8,8 247:6 e-mailed 246:12 e-mailing 22:19 e-mails 19:7 24:4 100:6 104:24 105:3,5 107:7,10 109:24 125:4 130:9 156:12 156:17 157:1,3 165:8,14 243:23 246:17 earlier 31:8 61:9 68:22 94:12 99:14 102:24 110:6 116:2 139:23 141:23 165:1 169:15 197:18 231:8 235:7 238:5 239:15 early 12:9 22:14 244:20 246:2 earned 70:24 242:15 ears 205:19 easier 138:21 186:2 252:12 East 2:4 Eastern 1:1 4:7 easy 94:21 131:20 207:15</p>	<p>209:6,9 229:16 eat 63:1 economic 10:2 Edelstein 16:17 Edition 83:24 84:2 effect 11:22 67:14 124:21 125:13 181:19 222:12 224:23 259:11 effectively 77:17 effects 181:6 efficient 232:17 239:16 effort 21:19 248:1 efforts 36:18 161:16 162:7 163:7 eighteen 229:14 236:2 eighteen-year-old 214:16 236:6 either 14:17 35:16 77:1 91:19 91:21 93:19 94:15 103:3,3 119:11 140:1 238:6 252:11 electronic 21:19 22:6,7 24:14 106:21 108:14,21,21 109:8 109:19 115:7,18 118:5,10 122:10 electronically 21:23 22:8 115:13 element 46:5 Elvis 17:21 embarrassed 54:1 60:11 259:19 embarrassing 53:6 243:17 257:12 embarrassment 60:17 164:4 emotional 145:18 164:11,12 172:4 255:22 emotionally 68:21 209:19 emotions 174:4 empathy 177:4 employ 27:3,8 employed 7:8,11,18 18:11 129:8 147:14,18 employee 11:12 13:13,17 15:23 18:5 29:13 87:3,4 90:17 91:3,7 98:10 118:18 128:21 employee's 106:5 employees 10:6,15,23 11:4,17</p>
--	---	---

PATRICIA WEISER

273

13:12 26:24 58:13 68:4 73:17 79:7 83:19 90:22 91:9 116:6 120:18 139:11 144:11 145:3 165:20 188:7 208:6 241:12,12,14,19 employees' 206:10 employer 217:2 employment 12:18 16:7 18:9 147:11 EMT 205:18 ended 168:14 222:21 endorphins 178:4 ends 150:11 engage 161:24 engaged 18:4,15 96:2 148:10 152:20,23 192:11 219:9 248:12 engagement 18:19 engages 14:9 93:6 engaging 11:21 English 7:2 enjoying 211:11 enormous 173:2,7,9,13 ensure 52:5 ENT 205:17,19 entered 6:5 100:13 239:9 entire 97:21 114:23 139:3 156:5,5,20 174:13 209:16 229:8 entirely 130:23 entirety 32:20 entities 56:5 170:14 entity 42:15,21,21 43:1 56:6 78:8 83:9 envision 118:2 EPLI 217:11 equal 8:7 70:8 76:23 77:10 238:13 Equifax 71:21 equipment 192:8,16 ERSA 1:15,21 5:5 especially 68:2 176:3 182:4 183:22 192:12 246:1 ESQUIRE 1:5 2:3,4,8 establish 43:10 220:22 estate 123:23 esteem 259:16	estimate 206:3 221:19 et 4:9 ethic's 53:20 ethics 49:14 53:17 149:3 206:16 ethics' 53:24 event 199:16 events 51:24 193:14 eventually 61:3 232:11 240:16 everybody 195:23 Everybody's 94:16 everyone's 92:10 everything's 22:7 75:23 197:23 evolved 22:6 exact 7:22,23 17:17 83:9 236:12 exactly 45:3 46:24 59:11 154:24 162:13 237:13 exactly's 175:3 EXAMINATION 1:4 examined 5:8 example 43:4 123:23 134:20 154:4 190:2 193:16 200:15 227:20 229:12 230:2 236:22 238:6 240:23 253:6 examples 173:12 excellent 74:7 exception 66:24 excess 154:14 excited 66:8 excluded 138:24 excuse 184:14 excused 261:3 executed 167:12 exemplary 256:10 exercise 178:3 185:12 193:6 exhausted 196:15 Exhibit-12 246:4 exhibits 3:20 243:22 exist 13:12 128:7 203:19 207:19 existed 127:14 existence 11:13 106:9 125:21 exists 24:13 110:3 113:7 118:16 119:1 158:11	expect 55:17 252:21 expected 114:23 expended 240:13 expense 19:21 57:14,19 85:3 103:17,22 212:21 242:22 expenses 35:9,12,20 36:4,24 37:14 57:11,23 58:2,3 61:8 61:9 72:13 85:5,11 231:7 237:24 experience 6:6 86:2 189:8 197:19 207:11 experienced 65:21 experiences 197:18 202:24 experiencing 185:19 expert 12:17 expertise 28:15 133:22 134:10 139:7 explain 69:3 241:3 explained 116:18 explaining 220:23 226:5 expose 60:16 241:19 243:13 247:12 252:9 259:21 exposed 202:12 246:18,23 247:10 express 61:19 102:5 expressed 166:23 233:4,9 expressions 237:14 extended 65:3 133:20 234:4 extension 139:11 extent 26:15,20 110:2 140:3 163:20 218:22 227:17 259:4 extreme 45:4 66:12 177:14 198:8 extremely 60:11 eyes 145:15
<hr/>		
F		
<hr/>		
F 262:1		
Facebook 51:21		
facilitate 50:10 54:10		
facilities 200:22		
fact 54:17 55:10 68:1 69:17 86:8 99:6 125:18 148:9,20 202:10 253:19		
facts 147:13		
failing 177:16		
Fair 116:22		

PATRICIA WEISER

274

fairly 90:21	76:14 237:23	fine 48:24 68:9 90:13 98:23
faith 143:15 144:19 180:12	feet 82:14 111:1	144:22,22 146:10,10 174:20
fall 124:5 236:7	felt 50:21 52:6 67:13,15	179:13 211:16
falls 38:19 189:6	139:16 149:21 176:17 193:5	finish 102:2 191:21
false 43:10 222:14	207:12 222:6 257:21	fire 73:8 177:14,18
familial 211:23	Ferrari 84:6	firm 1:4 4:9,20,23 7:9,12,14
familiar 15:15 38:4 43:6,7,8	fewer 26:12	8:2,5 9:15,16,18,23 10:14
65:10 122:21 151:9,10	field 46:11 68:13 136:15	10:16,16,21 11:3,6,11,20
215:20 216:5,8 217:15	139:6 195:22 244:21	12:3,24 13:22 14:9,11,14,24
240:6 245:11,13,19	fifty-grand 58:10	15:4,10,14,18 16:6,11,13,18
families 73:6	fight 143:7	16:23 17:2 18:3,6,7,9,15,20
family 73:10 79:9 139:12	fighter-or-flight 198:3	20:7,22 21:7,17 22:12,13,16
144:11 145:3,4 164:5	fighting 60:7 207:15	24:6,10,12,21 27:3,8,13,17
178:20 180:4,15 192:2,16	figure 45:21 82:22 130:6	27:20 28:6 29:12 30:12,14
224:3,4	178:11 182:14 185:23 186:5	30:17 32:6,23 33:11 35:8
far 6:11 89:3 99:21 120:23	223:21,22 241:23 252:23	37:8,10,19,24 38:8 39:9,12
124:24 135:3 190:16 193:11	figures 57:10 179:7 206:12	39:15 40:8,24,24 42:13
231:17	207:14	46:14 47:2,5,20 49:6 50:5
fast 178:5	file 18:7,19 20:3,4 21:24	50:18 51:16,23 52:9 53:16
fat 161:14	30:10 31:12 74:21,21 75:1,2	53:22 54:10,12 55:19,24
father 178:9 212:20	75:3,4 126:1,14,18 127:2	56:13,23,23 57:5 58:1,5
fault 175:20 224:13	133:15 223:1,3	59:23 60:3 62:6 65:9,19,21
fear 256:17	filed 23:24 33:5 123:19 127:3	66:14 67:20 69:7 70:20
feasible 68:17	201:22 216:21 229:22	71:18 73:2,6,14 74:4 76:10
February 43:20 56:22 93:8	242:15	77:2,8 78:1,7,10,16,22 79:4
93:12 105:20	files 27:2 123:3,10 127:19	81:14,20,23 83:2 84:12,12
fee 37:10,15,18 40:9,13 58:19	128:8	84:20 87:2,9 89:11,15 90:15
59:2,12,22 60:2,4,4,22	filing 33:2 184:6	90:19,22 91:2,8 92:3,8,21
61:20 65:23 66:4 67:17,17	filings 151:20 206:5 258:17	93:6,12 94:14 95:12,16,17
70:22,24 76:17 88:12	filled 30:13 61:13 152:13	95:21 96:2 98:5,13,14 100:7
100:21 140:14 170:22	fills 186:15	101:7,8,11,13 103:3 106:9
231:14,17,19 238:8,8	final 34:17 227:13 229:1,6	106:19 108:3,4,7 109:10,13
feel 6:18 7:21 14:19 45:24	finalized 33:24	110:7,21 111:7,7,11,14,15
46:1 53:13 81:7 113:19,21	finalizing 34:16	111:22 112:6,13,17 113:3
116:8 140:18 143:23 144:1	finally 183:10	113:12 116:5 118:17 119:17
145:7 150:9 165:10 176:22	finances 177:13 195:19	126:1,14 127:12,16 128:3
177:2,4 178:3,20 180:21,24	financial 65:11 78:2 79:14	128:13,16,21,22 129:8,9,13
181:14 185:9 191:2 193:22	161:6 177:17 255:19	130:17 131:2,7,11 134:4
193:23 202:11 203:2 208:5	financially 68:21	135:11 137:7,16,19 138:4
249:22 255:17 258:7 259:11	financing 227:4	138:14,15 139:11,15,24
feeling 161:5 177:6 178:16	find 44:23 45:4 46:5 51:9	140:7 141:12,18 142:2,6
195:17 196:12 213:2 259:16	95:3 117:20 125:10 128:3,6	144:10,22 146:9 147:12,13
feels 164:16,20 176:19 191:2	128:13 136:7,8 149:23	148:9,24 150:21 151:21
194:14 196:14 202:12 203:8	175:3 178:11 195:2 232:17	152:19,23 153:15,16 154:21
204:2 209:16 210:8 235:4	236:17 237:2	155:9 159:12 160:8,12,24
fees 35:9,11,20 36:4,24 37:14	finding 47:22,23,23 72:3 77:9	161:17 162:17,22 163:3,9
37:21 57:11 61:8,10 71:11	132:2 141:24 149:5	164:1,5 167:14 169:4,17

PATRICIA WEISER

275

171:18 177:13,17 179:12,13 188:6,10,13,14 206:11 207:19 215:21 216:9,18 217:23 218:3,7,24 219:8 220:2,8,22,23 221:3,13 222:12 224:17 225:8 226:8 231:11 233:5,23 234:1,5,18 241:15,18 245:3,4 246:18 246:23 247:20 248:5,11,15 248:20 253:21 255:14,15,19 257:3,6,10,11,21 259:23 firm's 13:6 20:3 37:19 49:17 55:21 59:6 61:20 64:10 65:10 87:10 90:20 105:21 123:2,9 147:15 148:12 161:17 162:7 168:10 195:18 195:19 224:22,24 226:6,21 237:24 241:2 244:6 249:12 257:3 259:3 firms 35:20 46:22 50:20 51:15,16 55:19,24 56:18 58:6,14 61:15 62:6 106:10 110:6 123:21 149:7 247:8 first 6:8 11:19 16:16 32:19,23 43:9,18,19 47:18 52:17 57:23 76:12 81:24 82:11 91:5,14 94:23 96:19 121:9 152:23 153:19,22 155:13 162:17 167:7 172:11 198:8 201:5 210:16 211:20 216:24 217:6 223:10 231:16 237:6 238:2 243:8,22 246:5,13 fit 105:3 192:14 fitness 190:21 191:23 fits 113:4 five 16:22 40:17 57:10 63:4 66:11 68:11 74:24 75:6 85:18 94:20 124:21,24 175:7 179:24 230:3,6 232:7 232:12,16,19 240:21 five-figure 57:13 five-minute 62:19 five-year 230:1 five-year-old 198:14 fix 35:1 47:1 88:7 flare-ups 204:24 floor 82:4,7,10	floors 82:4 flow 35:14 flows 36:7 79:1 focus 11:1 141:9 folder 18:2 22:9 109:14,15 112:13,21 115:21 157:8,11 157:14,15,19,20,23 158:4 158:11,14 folders 18:1 109:16,18 113:5 113:5 118:6,14 127:1 folks 56:16 72:6,7 131:21 245:3 252:6 follow 17:22 49:16 161:13 followed 54:20 following 10:13 47:6,18 49:4 86:21 141:19 follows 5:9 fond 250:13 foot 81:22 forbid 210:3 249:1 forced 257:18 forefront 53:10 164:8 foregoing 262:7 Forever 17:15,15 forget 76:13 214:1 forgotten 167:11 form 8:17 11:24 12:16 13:8 14:4 21:10 22:24 29:16 31:21 33:15 38:2,2 42:17 43:13 45:9 47:9 61:14 64:12 79:23 96:6 104:19 114:18 123:6 138:6 147:17 147:24 153:2 159:15 163:19 167:17,21 169:21 199:20 226:23 233:17 249:14 258:3 formal 8:14 9:15 93:16 233:24 234:5 235:5 formalities 9:18 formally 213:10 234:1 format 21:7 23:13 119:1 former 15:22 53:21 54:1,4 110:11 111:7,7 144:12 218:23 forth 226:3 fortunate 55:8 138:23 forward 66:3 67:12 74:21 130:9 255:23 256:1 257:11	259:9 forwarded 129:22 found 45:14,14 52:11 89:7 110:1 125:4 141:4 186:4 195:4 founded 7:14 8:1 founder 32:22 founders 8:2 founding 7:13 16:6,10,12 four 59:2 192:11 196:2 237:2 four-and-a-half 59:3 four-year-olds 213:6 frankly 79:6 124:12 139:9 259:16 fraud 74:5 132:2,6 free 7:21 53:13 124:16 frequency 183:15,18 192:19 frequent 202:4 frequently 189:8 208:21 fresh 40:7 friend 110:22 145:12 245:24 friendly 111:9 132:19 134:6 friends 38:15 68:5 132:21 135:17 143:10 175:10 207:22,24 243:20 friendships 135:20 front 143:13 frustrating 202:15 fucked 203:5 full 54:14 71:12 227:20 fully 110:2 fulsome 55:5 109:5 256:21,22 fun 175:23,24 182:5 203:22 fundamentally 99:2,5 funds 33:22 34:1 35:7 36:2 38:1 41:1 61:2,7 further 248:12 249:4 fuse 212:1,2 future 75:21 195:19 260:8
<hr/>		
G		
<hr/>		
gain 139:7 197:13 game 203:21,22 212:16,17 games 191:5,8,9,12 garage 192:9 215:11 gather 157:16 gathered 108:10 158:12		

PATRICIA WEISER

276

<p>gathering 122:3 159:5 general 57:4 80:23 105:3 131:10 140:6 144:6 156:24 161:23,23,23 197:3 242:5 generally 10:24 19:9 42:3 69:1 85:1 97:19 99:20 100:15 105:1 124:5 125:14 128:12 131:9 133:17 136:13 138:23 140:8,11 142:3,5 165:15,18,20 167:6 171:17 190:21 207:9 226:6,16,19 233:11 generate 73:22 74:20 George 244:22 Georgia 71:22,24 72:1,20 getting 35:6 42:22,23 48:14 56:9 58:7 71:12 74:8,10 123:17 133:17 159:8 181:21 181:22 243:3,15 244:4 gift 60:22 gist 44:18 give 12:5 30:17,18 37:5 57:3 57:5 134:20 155:23 171:10 173:12,22 175:2 233:13 239:10 242:11 given 77:22 154:18 164:20 214:20 243:5 249:3 giving 58:13 113:22 227:3 244:6 glad 193:7,24 glass 184:18 glasses 95:4 Glenn 217:3 glitchy 113:14 114:10 glut 75:5 go 6:14,21 31:21 34:12 35:1 37:2 53:11,13 57:10 60:12 60:13 63:3 68:5 69:23 73:19 74:4 83:19 86:14 91:17 95:3 96:6 102:15 103:16 105:12 106:4,22,24 114:11 117:22 118:24 126:17 128:8 143:4 145:19 153:5 158:6 166:4 168:17 177:20 180:1,7 182:7 190:15 191:9 193:16,17,18 203:22 216:6 218:14,14</p>	<p>219:16 222:6 224:1,7 229:3 230:3,12 235:15,20 237:2 241:18 242:9 249:18 256:18 257:11,17 259:24 God 58:11 177:8 210:3 249:1 goes 23:18 34:6,17 133:13 150:15,18 155:7 173:20 174:23,23 187:16 199:2,3 203:14 212:16 231:21 going 11:8 13:7 21:9 22:23 28:2 31:3 44:22,23,24 45:4 45:8 46:24 47:8 51:5,13 53:23 54:5 55:12,13 56:2 57:17,18,20 59:2 60:23,24 63:20 66:3 67:12,22 68:16 69:17 70:9,9,10 71:15 74:2 74:3,20 75:5 77:21 78:6 80:16 82:15,21 85:7,7 91:4 96:5 101:9 107:3 118:3 124:20 126:11 134:24 135:3 135:7,9 142:1 144:2,19 148:5,6 149:22 153:7 157:12 158:2 166:6 171:4 171:20 176:22 177:2,11,13 177:19 178:4,14,21 179:7,9 179:11 180:12,24 185:7 187:17 200:9 209:3 211:14 212:21 218:15,24 222:23 224:8 225:8 228:3 229:15 229:23 230:16,20,23,24 231:1,5,20 232:13,16 236:6 238:21 242:19 243:14,18 247:18 249:24 250:22 251:7 251:10,11,12,19 252:2 254:1,5,17 255:1,23 256:1 257:23 258:23 259:8,20,21 260:1 Goldberg 2:8 4:24 good 4:16,22 5:14,15 17:13 55:8 68:5 73:2,17 99:6,7 102:13 126:3 132:20 133:23 138:20 175:10 179:2 193:22 193:24 194:15 196:2,20 198:11,12 200:14 208:10 212:21 224:14 234:23,24 235:2 236:22 250:10 good-working 120:9</p>	<p>Goodman 15:16 94:1 111:5 gosh 132:24 148:16 214:10 gotten 22:6 152:1 202:7 204:14,18 205:23 government 233:18 graduate 6:17 graduated 6:19 7:2 15:24 16:13 235:17 graduating 16:7 granted 209:10 grateful 210:9 great 23:21 47:16 57:18 60:22 74:8 95:3,7 119:23 121:3,4 146:9 175:9 224:4 255:24 259:16 greater 76:15,17 greatly 256:24 grew 157:24 grind 73:1 236:24 Gross 91:7,12,20 group 18:8 94:17 109:3 110:8 119:18,23 221:7 grow 67:21 256:8,13 257:1 growth 65:22 222:20 223:23 223:24 256:15 guess 82:17,24 87:14 99:13 100:22 105:15 106:2 126:6 128:2 148:18 191:10 221:1 221:19 guessed 101:3 guessing 82:23 91:4 169:23 guidance 125:20 guy 105:12 111:2 120:11 175:23 197:13 241:4 guys 51:17,23 73:23 92:17 101:17 106:24 111:8 121:3 121:3,6 162:21 222:23 230:24 gym 192:3,3,4,11 gyms 191:24</p> <hr/> <p style="text-align: center;">H</p> <hr/> <p>H 3:14 110:7,14 119:18 173:24 208:23 habits 192:19 half 81:23 195:7 229:21 Haltzman 2:3 4:19</p>
--	---	--

PATRICIA WEISER

277

hand 208:15	hardest 73:7 179:14 224:1,2	193:18,18 194:17 223:3
handbook 11:4,7,13,22 12:12 12:14 13:6,12,14,17 87:3,4	hardware 106:11	he-who-should-not-be-na... 209:15
handbooks 11:22	harm 55:21 255:13 258:22 259:2 260:3,5,6,9	head 20:18 28:3 39:17,23 40:7 53:12 54:16 56:3 71:20,20 88:14 113:2 160:2 181:13,13,14,18 182:1 206:1 223:20
handed 13:13	harm's 239:5,6	headache 196:16
handful 230:21	harmed 256:5	headaches 179:20,21 212:12
handle 68:9 177:22	harmful 147:15 148:11 168:10	heads 45:3 162:1
handled 24:1,5 36:7 160:7 221:15	Harry 174:1	health 185:24 188:2,6,9,12 190:7 193:10
handles 35:7 99:23 129:20	Hart 67:10	health-related 197:12
handling 22:20 33:7 119:24	Hartleib 1:8 2:21 4:10 5:1 46:1 54:17 55:10,17 57:21 59:10 60:9 67:8,14,22 70:3 70:13,17 71:2,6 72:17 75:10 76:23 77:5 84:22 99:15,24 100:6 101:1 108:1,10 109:15 112:22,24 113:6,11 115:21 119:6 126:23,24 129:10,14,16,19,21,24 130:16 137:5 144:1,10 150:15 156:3 157:2,8,14,20 157:22,23 158:10,18 163:16 163:23,24 166:21 167:1,5 173:10,18 174:19 175:20 176:2 177:20 183:18,19 184:3 189:17,24 190:6 194:3 202:19 203:19 204:9 206:18,23 207:2,5,15,17 210:4,8,11 211:8,19 212:5 212:10 218:8,17,19,21 219:3,3 221:21,23 222:1,20 223:14,18 224:6,10,15 228:15 231:22 233:6 234:12 238:1,9,20 239:5,18,22 240:20 242:2,18 243:14,20 246:18,23 247:4,10,21 248:9,11,16 249:11 250:22 251:14 252:20 255:18 256:1 256:16 257:23 258:15 259:22 260:3,10	healthcare 188:5 213:13
happen 51:5 57:12 101:4 117:23 149:12 171:11 198:5 204:24 213:5		healthy 132:19 209:19
happened 47:24 51:8,19 60:20 62:12 66:5,10 67:6,16 68:8 75:8 81:4 98:21 99:12 147:13 148:15,17 149:7,9 149:23 224:12 230:21 250:6		hear 27:6 173:23 174:2
happening 51:10 87:21 99:3 130:7 132:24 149:10 171:20 181:10 241:3 256:15		heard 44:7 51:8 149:6 163:13 233:11
happens 55:3 145:22 149:20 155:24 178:10 228:18 230:22 231:1		hearing 229:2
happy 132:19 175:10,23,24		heart 175:13 176:23 177:2,11 178:2 190:8 247:11
harass 164:21 248:19,24 249:4		heck 44:23
harassed 248:2,12		heightened 55:11
harassing 163:24 207:20 208:19 223:6 238:12 247:13 248:22 250:15 257:8,15 260:7		heinous 77:7
harassment 57:21 60:7 66:13 67:9 137:4 142:24 202:13 207:18,23 222:3 240:16,20 247:4,21 248:1,6,12 249:5,6 249:7,9,12 251:13,16 253:21,24 255:12,18 259:21		held 126:11
Harbor 63:14		help 22:12 31:13,17 128:13 163:8 179:20
hard 68:11 73:22 74:4 99:22 106:12 139:6 143:22 145:13 146:1 164:7 182:3 195:11 195:11 196:18 198:13 209:4 210:4,12,12 212:13	Hartleib's 54:21 66:13 73:15 74:13 75:12 77:24 85:10 142:23 173:1 206:4 227:19 238:12 251:7	helped 50:10 54:10 111:10 125:1
harder 195:14	hassle 137:3	helpful 47:15 125:10 186:4 200:19
	hat 210:22	helps 182:1
	he'll 174:8 176:7,8 193:16,17	hey 120:19 225:20
		high 53:24 57:12 78:8,9 80:3 80:9,24 81:18 85:12 190:15 235:17 255:19,22,22 259:16
		high-sophisticated 240:7
		higher 59:19 86:15
		highest 53:24
		hip 211:4
		hips 197:23
		hire 50:21 51:15 68:15 94:9
		hired 27:10 91:2 93:18,19,22 95:12 96:16 111:4 163:8 240:12
		hires 91:13,21

PATRICIA WEISER

278

hiring 92:1 96:12 125:5 historically 15:22 history 21:17 hit 27:22 67:7 82:16 84:13 101:9 193:6 Hmm 160:18 hobbies 190:18 191:7 hoc 89:23 hold 7:22 9:1 110:20 113:15 153:3 178:19 209:13 237:19 259:15 holders 133:9 holding 60:2 203:24 holdings 78:8,9 80:3 131:23 134:14,16 holds 9:11 holy 196:14 home 192:1,6,7,7 198:17 203:24 honest 9:12 12:4 15:14 48:9 58:10 74:7 87:15 113:2 121:19 197:1 199:17 201:6 217:15 honestly 45:23 52:17 88:13 104:3 113:6 144:13 151:13 160:18 161:10 175:6 216:10 hop 127:18 hope 251:2 252:21 hoped 58:12 143:9 158:2 221:16 hopes 194:17 horrible 52:6 horrifying 179:17,17 HOSTING 1:15 hot-hot 194:15 hotel 194:22 195:2,6,24 hotels 194:21 hour 55:6 194:16 195:7,7 242:24 hours 23:18 60:8 102:24 103:4 195:24 239:17 240:13 242:23 house 64:21 125:9,15,19 145:20 174:1 176:11 196:24 198:19 hovering 238:14 HR 10:7,9,14 11:10,11 20:21	20:22,22 hug 176:18 huge 207:9 human 176:10 177:21 180:14 194:7 257:8 humiliate 182:17 humiliating 252:10 257:13 humiliation 60:18 hunted 202:11 hurt 150:5,9 224:14 256:7,20 hurtful 164:10 257:13 hurts 145:17,17 150:14,18 194:9 199:5,6 259:7 husband 8:3 38:9 70:19 73:2 77:8 100:7 111:14 143:1 144:10 145:19 146:8 164:1 174:6 179:8,12 180:5,17 182:17 183:13 185:3 189:24 190:17 191:24 202:24 205:4 206:20 207:10 208:19,23 210:13,17 213:9 236:4,9 237:10 241:17 248:19 husband's 38:12 192:17 196:23 202:1 204:6 233:15 husband/business 210:10	Imitrex 180:19,20,20 181:1,6 181:8 182:22 186:18 immediately 47:5,12 impact 61:20 73:5 101:13 130:16 142:2,5 168:20 189:14 190:1 198:7,7 206:20,22 207:1 211:20 224:17 237:9 249:11 impacted 242:16,17 impacts 241:8 implement 66:9 implemented 66:7 implications 44:21 important 115:17 193:9 impossible 182:12 229:24 impractical 89:3 improperly 77:6 impugn 207:21 in-camera 122:2,24 127:7,13 128:17,23 129:4 inability 243:13 inaccurate 116:12 inadvertently 249:3 inappropriate 72:21 inaudible 15:11 inbox 105:7 incentive 36:17 37:1 inception 188:14 incessant 66:13 incident 15:5 include 138:2 206:15 243:23 included 36:24 162:8 223:16 226:21 243:21 includes 71:11 including 14:24 149:7 150:17 185:24 206:10 210:10 218:23 246:17 247:22 income 73:22 79:4 increase 86:1,3,11 183:17 increased 65:19 86:9 181:20 205:2 increasingly 69:21 incredible 51:9,11 incredibly 45:16 68:17 incurred 242:22 Independence 188:11 independent 11:10 13:10,16
--	--	--

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1068

PATRICIA WEISER

279

<p>14:20 15:1,21 89:22 93:18 93:23 98:9,10 independently 152:24 188:5 indicated 254:19 indicating 187:9 indiscernible 142:8,9,12 individual 14:17 38:4 89:22 individuals 248:4 infiltrate 209:16 infliction 172:4 inform 221:2 information 13:19 14:18 24:23 25:14 45:19 53:6 54:19 67:8 87:22,23 106:21 109:17 127:3 134:14 150:10 150:11 155:7 241:11,24 informed 62:13 initial 52:14,15 99:10 125:4 127:17 244:7 initially 95:15,21 109:6 initiated 202:2 203:1 204:7 204:13,18 205:24 injured 148:23 injuries 190:11,14 193:2,8 injurious 168:15 injury 199:12,19 200:7 inkeeping 169:10 inquire 126:13 129:3 inquiries 107:23 inquiry 113:11 127:13 128:15,21 156:4 inserted 77:6 inside 142:2 insider 132:6 insiders 133:3 insinuation 150:19 instance 138:10 154:11 182:11,12 instances 70:5 173:8,12 233:3,8 instant 173:19 instituted 98:21 instruct 135:7,10 instructing 254:7,9,10,15 insurance 10:20 188:6,9,13 217:12,12 239:20,22,23,24 240:24 241:4,8</p>	<p>insurer 240:12 insurers 240:19 integrity 47:2 49:17 52:9,24 60:19 74:8 133:23 141:11 143:16 163:9 intended 42:4,5 78:13 106:18 intensely 60:6 intentional 172:4 intentionally 173:2 interaction 62:12 interest 131:22 interested 49:24 82:20 132:1 132:1,4,16 135:21 interesting 149:2 internal 227:1,5,6 Internet 28:20 29:17 50:22 51:18 Internet-search 163:11 interns 15:1 interview 91:22,23 92:2 intimacy 237:15 introduce 4:14 inventory 74:20 208:6 investigation 50:17 108:7 142:18 157:17 158:13 investigational 46:23 investment 78:12,13 215:5 215:13 investments 83:20 invite 236:13 invoice 21:5,22,22 23:23,24 42:1 56:3,9,9 103:4,11,13 153:20 invoiced 19:6 invoices 22:20,22 23:11 42:14,23 103:8,14 122:4 involve 100:3 involved 6:3 24:7 33:9,11,18 33:24 34:15,15,20 35:12,20 37:9,19 48:14,16 54:18 55:10 59:10 62:15 65:13 72:2 91:22,24 97:14,14 115:15 120:22 121:12,14,21 122:7 136:11 137:9 138:14 140:5,11 142:4 151:12 169:6 170:5,7 183:21,24 217:12 220:4 225:20,21</p>	<p>241:2 247:7 involvement 33:8,8 54:21 122:17 140:4 171:23 172:1 238:9 involving 216:9 IP 112:11 Ironie 248:3 ironically 112:2 183:21 issue 67:10 88:5 114:1,10 121:6 124:22 149:14 158:4 194:3 206:19,23 227:16,19 243:8 issued 154:20 248:15 issues 30:8 44:5 118:23 120:24 183:13 189:9,11,17 189:19,20 190:1,7 199:8,10 199:13,21 iteration 151:22</p> <hr/> <p style="text-align: center;">J</p> <hr/> <p>J 245:20 January 27:23,23 28:1 Jay 245:14 Jeep 214:6,6,9,14,15,15,18 Jeeps 215:2 Jeff 48:8 Jeffrey 11:21 14:12,18 15:4 18:3,8,15,19 22:19 23:11 43:9 47:6,19 59:7 90:14 93:1 95:11,22 96:2 98:4,12 103:1,6 104:11,13 112:9 121:11 124:22 139:20 140:23 147:14 148:10 151:21,22 152:20 154:21 155:10 160:11 Jeffrey's 43:21 Jersey 63:15 165:3 192:3 Jimmy 74:3 Jimmy's 106:1 job 9:16 16:16 27:17 41:22 44:22 45:1 101:17 183:23 183:24 212:19 235:3 jobs 161:24 241:16 Joe 136:3 John 91:7,12,19 168:24 201:17,18 221:7 join 251:13</p>
--	--	--

PATRICIA WEISER

280

<p>joined 211:4 joint 221:13 Joseph's 6:22 Journal 140:13 141:14,20,22 145:10 161:18 162:5,9,11 163:14,17 232:5 joy 175:12 judge 53:21,21 54:1,4 70:12 70:20 71:18 77:19 143:13 232:4,8 238:10 judge's 77:1 140:22 232:2 judges 75:14 77:18 232:7 256:11 judgment 101:19 July 1:18 4:2 jump 191:21 193:19 June 201:22 204:13 233:16 235:11</p> <hr/> <p style="text-align: center;">K</p> <hr/> <p>Kansas 184:4 247:17 keep 18:21 19:23 20:13,15,16 20:20 21:1,1,2 22:2 41:14 41:14 73:11,13 78:22 79:12 84:13 87:8 94:21 115:4 132:18 162:1 165:19 231:1 keeping 92:11 125:14 136:16 kept 19:9,9 204:10 247:18 Kevin 2:4 4:18 kicking 72:6 kids 64:22 145:21 166:10 175:9 178:12,19 191:5,11 210:7 212:9,22 213:1 224:3 kids' 191:12 kill 21:20 176:5 kind 10:1 18:7 20:14 41:24 44:5 56:3 66:6 69:12 71:24 82:3 83:17 84:18 86:14,20 111:22 130:14 143:12 175:5 176:18,21 180:21 182:11 185:4,16 186:8 189:18 193:4,6,21 198:1 221:6 228:18 231:23 232:17 kinds 179:19 King 2:5 kitty 162:2 knew 42:7 60:10 240:8</p>	<p>250:22 knocked 214:2 know 13:20 17:19 19:4,6 20:17 24:1,3,7 27:12,15,19 28:5,10,14 30:17,18 36:15 37:22 38:12,18 39:2,2,15,23 40:2,12,16 42:3,13,18,20 43:2 44:22 45:10 47:11 48:20 49:11 50:19,19 51:17 52:1,3,16 53:1,3,3,4 54:11 55:12 56:12 57:8,16,24 58:23 62:23 65:17,19 69:17 70:14 71:3,17,23 72:5,14 73:1 75:2 76:24 77:18,18,20 80:12,14,16,18 83:1,4 84:22 85:6,19 86:9 87:19 88:20,22 89:10 90:18 91:5 92:24 93:24 94:6,18 96:4,8,12,20 96:20 97:11 98:1,2,14 99:3 100:1 101:14,15,21 103:17 103:20 104:3,4,15 107:14 107:18 108:17 110:4,13 112:15 113:1,1,3,6,7,11,20 114:3,19 116:11,24 117:2 117:21 118:19,19,20,24 119:16,19,21 121:14 123:12 123:15 124:11,14,22 125:7 125:24 126:4,4,5,5,7,12 127:10,11 128:9,11 130:9 132:19,20 133:1,3,20 135:2 135:13 137:7,22 144:2,15 144:24 145:11,12,22,23 146:15 147:11 149:11,12 150:21 151:16 154:17,18 155:9,11,11,12,18,19,21,21 155:24 156:10,21,22 157:11 157:23 158:1,10,21 159:1 160:4 162:1,4,6,7,14,18 163:4,6,11,12 165:24 167:3 168:23 169:1,1,3,7,9,10,19 170:12 171:17 173:21 175:1 175:6 176:7,19,19 177:4,4,8 178:4,11,12,13 179:3,7,9 181:2,20 182:19,23 184:5,7 185:3,16,22 186:8,15 187:14,20,23 188:1,19,21 188:23,24 189:5 190:7,10</p>	<p>190:14,23 191:16 192:13 193:2,11,19 194:8,11 195:5 195:7,8 196:17,19 197:2,11 197:24 199:7 200:4,5,9,21 201:3,5,7,12,15,18 203:7 205:1,2,4,8,13,14,16,20 206:7 208:3 209:8,19,22 210:1,6 211:23 212:1,6,18 213:3,9,14,15,23 217:14,16 218:9,10 219:6,10,22 220:3 220:6 223:3 224:19 225:4,7 225:13,18 226:8,9 228:7 230:2,22 231:2 232:4,5,12 234:7 236:24 237:12,18 238:5,17 239:20 240:18 241:24 242:5,7,11 243:15 244:1,13,24 245:6 250:8,9 251:4,23 253:12,16 254:13 254:16,21 259:22,23 knowing 67:22 109:5 176:6 209:3 234:24 238:20 knowledge 31:23 33:7 58:4 58:19 112:20 115:20 121:16 131:1,7,10 133:17 136:14 156:16 159:11 160:21 166:20 168:8 218:1 known 15:24 133:22 175:2 228:15 239:8 knows 17:13,18,18 166:24 251:22,23,24</p> <hr/> <p style="text-align: center;">L</p> <hr/> <p>labeled 157:23 lack 50:23 lag 75:5 laid 28:14,16 Lancaster 187:19 land 230:7 lands 227:6 language 102:7 lapsed 165:11,12 large 116:17 143:11 larger 36:21 158:8 largest 238:3 lasted 74:14 late 17:11 171:14 lately 187:12</p>
---	---	---

PATRICIA WEISER

281

<p>lauded 256:11</p> <p>laugh 145:14</p> <p>law 1:3 4:8,20,23 5:20 6:9,14 6:15 7:3,9,12 9:18 11:3,6,20 12:18 15:18,24 16:6,7,11,12 16:13,16 18:9,14,20 21:7 22:11,16 24:10,12,21 27:3,8 33:11 35:20 38:7 39:9,12,15 40:24,24 43:4,5 47:5 49:5 50:5 51:16 55:19 56:23 57:5 58:5 59:6,23 62:6 65:9 73:4 77:2 78:10 81:14,20,23 83:2 84:20 87:2 90:15,19,22 91:2 92:3,8,21 95:12,17,21 96:2 98:5,13 100:7 119:15 119:17 123:21 126:1,14 127:12 128:21 129:8,8 131:2 133:13 137:7,16,19 138:4,14 141:12 144:22 147:12,13 148:9 150:21 152:19,23 153:15 154:21 159:12 160:8,12,24 162:16 163:3 167:14 168:10 169:4 169:17 188:6,10,13 206:11 207:17 215:21 217:23 218:3 218:7 219:8 220:8 221:3 222:12 224:17 231:11 233:5 237:24 244:6 246:18,23 248:5,11 249:12 253:21 255:14,15</p> <p>lawsuit 35:5 133:15 179:4 215:20</p> <p>lawyer 125:3 198:12</p> <p>lawyers 10:20 46:15,22 74:7 74:7,9 239:16</p> <p>layer 228:20,21</p> <p>layers 132:10</p> <p>lead 36:14,17 69:24 70:6,7,11 70:15,17,20,24 71:12,18 76:11,19,21 77:2,3,5,9,17 77:23 143:17 184:9 219:6 238:7,13,24</p> <p>leadership 77:11,13</p> <p>leanness 57:4</p> <p>learn 43:9 149:16 185:13</p> <p>learned 43:15,21 44:2,4 48:18,21,21 174:3</p>	<p>lease 83:2</p> <p>leased 78:10</p> <p>leave 72:5 137:18 233:22,24 234:5 236:22 242:20</p> <p>leaves 30:12,14</p> <p>leaving 220:23</p> <p>led 55:16 212:10 240:16</p> <p>left 16:24,24 17:1,2 27:13,19 28:10 61:1 72:4 91:18 111:19,21 195:22,22 215:10</p> <p>legal 28:14 95:15,16,22 96:3 160:12 161:1</p> <p>legitimate 148:7</p> <p>legwork 96:17</p> <p>length 141:3 230:9</p> <p>lessened 256:6</p> <p>let's 22:2 36:11 45:21 46:5 60:7 102:15 154:4 232:16 232:19 254:24</p> <p>letter 34:6 52:19 166:11,17 166:21,24</p> <p>letters 165:5</p> <p>letting 83:19 178:17</p> <p>level 55:11 59:15,19 120:3 174:18 187:5 190:13 194:7 227:3 229:3,7</p> <p>levels 255:18</p> <p>license 5:20</p> <p>licensed 149:15</p> <p>lied 55:3</p> <p>lies 57:20 70:18 73:5,15 75:13 222:2 247:10 248:19 248:23,23 249:6 257:16</p> <p>life 17:23 84:21,23 89:14 102:11 115:16 144:8 174:10 174:13 175:2,12,12,24 176:3 183:20 186:1 193:9 198:6 199:15 208:21 210:12 212:6 231:2</p> <p>lifetime 133:24 136:1,23,23</p> <p>lifting 190:23 193:4</p> <p>light 204:2</p> <p>lightly 208:11 210:18,19</p> <p>likes 185:23 191:1</p> <p>limit 85:5</p> <p>limited 83:24 84:2 156:6 220:7</p>	<p>Lincoln 214:18</p> <p>line 74:18 78:20,21 79:12 224:18 254:1</p> <p>lines 71:14 85:17,19 255:20</p> <p>list 20:23,24 49:8 101:6 107:8 107:12,15 165:21 166:2,4 189:6 225:19 230:11 231:5</p> <p>listed 85:24 100:10</p> <p>lit 207:8</p> <p>literally 88:10 110:24 174:14 178:1 181:24 193:18 195:3 203:12 232:1</p> <p>litigate 70:2</p> <p>litigating 6:2,4 136:17 182:5 209:9 229:13</p> <p>litigation 10:23 11:1 31:15 32:8 33:6 36:4,10,13,16 37:20 58:2 59:21 69:20,22 70:10 71:11 77:6 85:8 96:24 107:4,5,11 108:23 109:16,16 115:16 117:4,19 117:19 121:22 124:2 126:2 126:22 133:16 135:23 137:10 139:8 150:24 157:21 159:9,13,17,21,22,24 160:6 164:18 169:7,8,18 170:5 171:19 173:16 183:22 194:3 199:3 202:1,8,13,18 207:1,3 207:6 208:1 216:8,17,20 217:14 219:1,5,9 220:17 221:4 222:13 225:24 226:14 229:16 240:3,15 241:1 244:7 246:15,16,22,24 247:6,9,17,23 248:1,5,11,24 252:17 255:11,13,17 257:4 257:7,17 258:15,16 259:10 260:5</p> <p>litigation-challenging 32:10</p> <p>litigations 127:2</p> <p>litigator 146:5 202:17</p> <p>litigators 183:21 207:7</p> <p>litter 162:2</p> <p>little 16:4 17:24 45:17 47:14 69:3 80:19,21 82:17 99:12 105:10 137:15 143:5 158:16 168:20 172:13 193:20 200:17 204:8 237:1 246:6</p>
---	--	--

PATRICIA WEISER

282

256:3	lost 19:14 28:20 29:17 106:21	making 10:18,18 73:14 97:15
live 64:20,22 78:14 84:14	241:12,16 242:1	150:16 159:5 208:19
89:8 158:5	lot 6:24 51:3,14,17,22 54:11	man 146:11 174:6 179:8
livelihood 72:23,23	58:14,15,16 67:1,12,19	man's 208:19
lives 39:3 89:3 174:17 209:16	69:16 74:14 89:4 115:16	manage 50:22 51:15 209:4,18
240:21 242:16	124:12 131:20,21 135:17,18	managed 18:22 185:12
living 139:13 145:20	135:18 137:1 149:6 171:21	management 10:6 200:19
LLC 2:3 170:14	179:23 180:1 182:4 190:22	manager 111:17,18
LLCs 83:12 169:17	191:6,8,13,16 198:24	managers 111:13
local 89:5	199:23 202:9 204:20 209:13	manages 169:24 188:5
locate 105:22,23	210:9 213:8 217:17 235:4	managing 9:22 10:17 211:10
located 63:13,14 187:23	237:20 240:10 241:15	234:18
location 63:19,24 83:3	243:18	Mannino 168:24 169:2,6,6
locked 192:13	lots 132:15 134:18,21 240:13	Margolis 16:17
log-in 26:10	love 203:23 224:3	mark 22:4 75:23 228:17
logical 62:20	loved 73:8,8	245:7,9
long 7:11 11:13 16:1 17:7,9,9	lovely 17:21 203:20,20	Marked 3:16,20
20:13,16 21:1,2 22:11 28:5	loves 175:24 190:20	markets 132:16
54:3 57:17,17 61:4 68:19	loving 178:9 237:19	marriage 99:22 175:10
74:14 79:19 80:8 82:6,19	lower 59:17 86:15 163:2	married 17:4,7,11,17 27:13
85:4,4,6,7 88:2,22 89:23	238:24	27:15 64:24 174:16
94:2 97:3,4 110:11,13	lowest 229:3	Martin 84:6
123:24 158:5 174:16,24	loyal 222:7	massage 197:24 199:23 200:1
188:12,24 196:6 211:10	luck 75:10,11	201:4
215:12 220:24 235:13,18	luckily 122:13	material 85:22 101:7,8
244:18 246:2	lucky 175:8	matter 75:24 76:9 105:4
longer 5:20 62:22 67:1 74:14	Luke 2:21	138:13 142:3 143:12 151:14
164:23 219:8 224:24 225:19	lunch 220:12,13	259:5 262:9
longest 65:7	luncheon 102:19	matters 6:6 33:6 138:12
longstanding 72:9 133:9		142:4 146:8 209:11
longwinded 125:12	M	Mawr 201:2
look 51:4 68:10 85:19 105:20	M 1:13 95:11 262:4,23	McGowan 2:4 4:18
105:22 126:17 127:10,18	M-C-G-R-O-R-Y 245:12	McGrory 245:7,9
128:4,11 133:2 150:16	M&A 32:8 36:11,12 69:8	mean 9:17,24 11:13 19:2 20:5
156:23 165:18,21 166:5,7	229:13,20 230:2 232:1	24:12,12 26:8,9,11 28:2,14
174:3 179:23 180:7 212:12	M.D 199:18 213:11	36:11 39:22 42:20 43:7
222:24 225:20 230:23 234:7	mail 34:9	45:5 46:18 49:21 51:24
251:3 255:1	main 119:17	52:14 56:14,17 58:12 60:14
looked 9:13 87:15 159:3	maintain 18:7 21:8 39:12	60:21 65:13 72:20 74:10
192:14	88:23 89:11 132:18 138:15	77:14 79:6 85:17 86:13
looking 112:24 114:2 134:13	138:18	87:7 89:17,17 96:15,21
134:13 156:24 187:10	maintained 21:19 22:22	102:10 105:11 106:2 113:20
looks 181:23	23:13 24:9 39:9 127:9	119:11 121:18 126:8 130:2
loosen 198:2	maintaining 10:13 92:4,8	131:14,19 135:24 138:8,18
loss 197:13 238:3,3 243:2	93:13 137:24	139:13 141:2 143:16 148:14
257:6	maintains 87:13 112:14	149:5 156:11,12,20 157:20
losses 132:6 238:1	126:1,14 134:4	161:4 163:7 165:12 168:2,2

PATRICIA WEISER

283

168:18 170:24 177:6 179:8 180:13,14 183:9,20 187:9 190:14 191:8 192:22 193:11 193:22 194:6 197:3,13,22 199:14 201:4,11 205:7,12 206:6 211:3,5 212:12 213:14 217:7 222:15 224:13 224:19 233:7 234:14 237:12 242:24 243:24 meaning 221:13 means 47:12 112:15 135:24 144:21 156:11 179:12 225:5 measure 243:4 measurers 247:22 mechanism 124:16 media 50:24 51:16 medical 186:9 198:22 medication 146:2 176:22 179:21 183:2 185:4,10 186:14 medications 181:4 183:6,10 medicines 179:20 182:23 meetings 101:12 member 164:4 165:7,9,13 191:24 192:2 members 35:5 membership 165:1,11 memorandum 61:24 100:20 101:1 168:9,18 memories 250:13 memory 6:10,10 44:1 46:2 48:3 61:16 65:24 89:24 116:12 142:20 156:7 160:18 161:14 mental 185:24 193:10 200:13 mentally 178:7 193:23 196:18 235:1 mention 17:16 98:23 163:15 240:24 mentioned 17:24 56:19 78:1 83:14 86:1 94:12 99:14 103:2 104:1 116:2 118:7 127:23 130:15 134:17 185:18,21 186:21 187:14 197:17 204:21 224:21 226:7 249:1 253:3 mergers 32:9,10	mess 77:11,12,20 79:10 158:8 207:23 238:14 259:20 message 129:23 met 38:16,17,24 39:6,6 40:1 48:15 Michael 1:8 2:21 4:9 5:1 119:6 129:10,14,24 130:16 163:16 166:21 167:1 203:19 218:7 224:15 Microsoft 25:1,5 26:21 middle 196:3 migraine 181:4,17 183:5 186:14 196:16 212:13 migraines 179:16,17 180:19 180:23 181:10 183:3,14,18 184:10 187:11 194:14 202:4 202:7 205:22 208:20 212:18 mile 178:6 miles 178:1,6 185:11 Miller 2:8 4:24 million 59:3 99:12 206:7 mind 31:10 128:10 136:16 191:19 mine 64:7 204:15 mini 193:20 minute 146:19 177:5,5,6 minutes 146:22 232:14 mischaracterized 258:8 mischaracterizes 249:20 misfortune 247:5 misinterpreting 197:17 missed 52:5 242:2 243:19 mistake 76:6,6 mix 48:23 mixture 69:2 mode 198:3 model 69:23 84:7 modify 78:15 mom 198:11 mom-and-pop 87:7 moment 53:8 84:19 101:7 175:1 236:5 moments 203:11,18 204:2 211:11 212:8 Mommy 198:17 monetarily 161:14 money 34:11,18 36:7 37:20	51:3,15 54:11 58:2,7,11,12 71:9 73:14,20,24 74:9 84:14 143:7 161:8 178:22,23 179:2,6 180:3 208:17 227:9 227:11 230:16 231:6 232:12 239:14,14 240:14 257:9 monies 35:8,13,19,22 36:23 154:13 monitor 51:15 monitoring 131:22 135:21 Montgomery 50:12 month 21:24 22:9 41:9 83:4 monthly 41:6 42:1,3 88:12 160:16 months 181:3,12,17 229:14 mood 212:5 morning 4:16,22 5:14,15 Motion 100:12 Mott 2:8 3:7 4:22,23 5:13 8:21 12:6,19,22 13:1,4,23 14:8 18:12,13 20:1 21:14 23:5,7,9,10 25:23 26:1,4 29:11 30:2,5,6 31:2,6,7 32:2 33:17 43:3,16 47:3,11,13,17 62:16,17 63:2,11,22,23 64:4 64:5,13,15 76:5,8 80:7 81:9 81:17 97:7 102:14,15,23 105:14 117:8,10 123:7,8 135:2,6,12 137:6 138:9 146:20 147:5,6,19,21 148:5 148:8 153:6,9,13 159:18,23 164:22 167:22 170:9 171:7 171:9,12 172:9 184:16 185:1,2 216:15 219:17,21 231:9 232:15 233:2 253:2 253:24 254:7,11,23 255:10 258:12 260:13,17 move 162:2 219:1 254:6,10 moved 82:2 106:10,13,14 110:15 111:3,14 moving 70:6 76:21 82:20 106:16,17 mud 145:10 muddled 153:7 multiple 108:15,16 173:15,16 227:24 multiples 57:24 76:15,16
---	---	---

PATRICIA WEISER

284

multiyear 85:1	101:21 158:5,6 178:10,10 210:24 211:18 234:14,15,24 235:6 257:10	notice 87:18 203:11 noticed 196:22 197:5 201:24 202:23 204:5 205:23 notices 87:20 notwithstanding 86:8 212:14 number 3:16 7:22 20:18 57:6 69:1 71:5 74:19,22 104:12 104:14 119:22 132:7 152:2 155:1 228:8 231:7 238:24 numbers 4:7 34:16 61:11,17 206:7 242:3,19 nuts 34:11
N		O
N 2:1 3:1 262:1 naive 149:19 name 15:14,16 16:19 27:4,10 27:12,14 38:5 44:5 50:7 51:21 53:16 54:2 71:17,20 83:9 88:8 110:10 111:10 112:24 114:3 116:12 120:12 122:10 145:9 151:8,9,10,11 151:14,21 154:22 155:1,3 158:11 168:23 169:1,10 170:16 174:2 187:20 201:3 201:18,19 213:12 223:3 225:17 244:14 245:2,6,10 249:1 named 33:4 36:13 109:14,15 names 48:7,13,13,23 110:5 151:12 200:21 201:5,7,15 nation 256:11 national 236:12 nature 10:5 38:12 42:9 nauseous 179:19 Nautilus 214:19 near 50:14 64:10 necessarily 35:10 222:15 necessary 101:16,17 139:14 192:23,24 neck 194:17 197:21 199:7,10 199:12,21 200:7 need 9:20 19:23 20:13,20 23:6 46:12,13 47:1 52:2 100:1,2 103:9,9,16,22 104:7 124:7 130:6 146:7,18 162:19 175:2 176:13,22,24 184:17 225:7 234:9,9,20,21 237:21 248:7 257:15 needed 44:20 46:16 50:21,24 52:8 55:14 79:11 84:14 86:18,18 106:4 107:20 108:4 111:5,5 113:16 124:3 127:12 149:24 152:12 218:14 225:9,9 232:12 236:22 237:3 needles 181:13,24 needs 26:15 34:12 87:13	negative 233:7 242:17 Nelson 69:15 169:16,24,24 netted 238:16 network 110:23 111:5,6 networks 188:2 neurologist 181:3 186:24 187:3,21 188:1 189:1 never 15:2 17:18 18:5 31:23 40:5 48:16 60:16 66:7 67:16,17,17 68:19 72:12 90:17 92:18 99:11,19 121:5 147:18 149:20 158:22 162:18 175:13,17 176:20 179:15,16,16,16,21 185:6 189:15 196:16 204:15 222:16,16 234:17,17 new 63:15 66:2 84:8,8 111:16 111:22,22 138:16 152:21 165:3 182:23 183:2,5,10 192:3 197:9 214:14,15 220:22 225:8 news 94:11 162:1 newsletters 165:5 nice 120:11 niche 240:7 night 177:11,12 189:9,10 194:16,18 195:7 196:3,4 nightmare 101:4 non-case 20:4 nonsense 70:13 248:17 noon 62:23 nope 166:3 187:24 253:8,11 253:14 normal 19:22 117:18,19,22 152:8,8 176:9,11 203:4,8 234:13 normalized 203:3 North 2:9 nose 205:19 notable 85:13 Notary 1:14 262:5 note 11:23 106:8 notes 123:19 127:5 255:2 262:8	object 13:8 21:10 22:24 45:9 47:9 63:21 80:4 96:6 135:1 163:18 171:5 objection 8:16 11:24 12:15 14:3 18:10 25:22 29:15 31:20 33:14 42:16 43:12 59:10 64:11 79:22 104:18 104:22 123:6 138:5 147:16 147:24 148:7 153:1 159:14 167:16,20 169:20 226:22 227:20 228:14 249:13 253:22 258:2 objectionable 12:21 254:13 objector 228:15 obligation 37:24 42:4 obligations 37:10 234:4 observed 173:9 205:22 211:22 obtaining 138:16 obtains 131:7,11 obviously 19:3 33:9 158:7 occasion 32:18 40:1 100:19 152:22 occasions 31:11 40:13,17 95:13 96:1 98:12 106:20 148:11 152:21 176:7 occupied 81:23 82:11 occupy 82:15 occurred 59:6 99:11 133:12 176:20 253:19 255:12 ocean 193:19 offended 222:2 224:14

PATRICIA WEISER

285

offense 74:1 office 9:9 10:7 25:1,5 26:21 34:10 39:3,9,13,16,18 40:2 40:6 44:13 50:12,14 51:17 64:10 78:11 106:12,12 107:24 110:22 111:1,13,15 111:16,16,18 117:7 127:9 187:23 201:19 248:3,9 officer 8:23 9:1 officers 132:7 133:4,14 offices 1:15 50:14 offline 31:5 oh 17:10 19:15 35:1 116:16 132:23 145:15 148:15 149:8 172:21 186:24 200:7 203:5 213:16,17 214:8 245:21 260:17 okay 5:17,18,22 7:6,17 9:19 12:11,19 13:2 16:15 23:9 25:18 27:11,16 28:9 30:5,20 32:3 35:3 37:17 39:21 40:19 41:13 44:3,11 48:11 49:1,3,7 53:15 57:7 58:17 64:4,8 68:8 80:20,22 81:13 83:11 86:19 87:6 95:8,10,20 95:24 98:7,22 100:18 104:7 105:17 112:16 115:23 116:22 117:8 118:1 120:6 121:20,23 122:18 128:19 130:24 137:14 147:5,7,9,22 153:12 156:1,14 157:5 160:20 170:19 172:23 176:24 185:1,15 187:2,7 191:15 201:13,23 206:2 211:15 216:7,16,23 217:4 225:3 233:21 244:12 246:9 246:9,10 258:20 260:15,20 okayed 61:14 old 78:14 84:4,9,10 145:1 174:15 214:11,14 236:1 old-school 192:4 old/original 84:5 older 237:4 oldest 65:6 195:6 235:16,17 Oliver 38:5,7,9,13,16 40:1,9 40:14 41:2 42:14,15,21 134:3,5	once 22:3 33:23 71:6 226:11 228:9 ones 98:1 118:13 119:4 183:6 213:20 215:7 ongoing 258:21 online 34:4 124:13,14 127:4 open 40:3 operation 239:16 operations 9:23 opinion 12:18 168:18 233:4,9 249:11 250:7,9,19 251:1,21 252:20 opportunities 242:1,4 257:20 opportunity 238:4 241:13,16 242:21 243:2,19 255:21 256:8,13 257:6 opposite 256:15 oral 1:4 213:18 orchestrate 148:21 orchestrated 60:10 order 49:16 59:5 61:24 78:19 79:8 100:1,12,20 122:5 150:1 152:11 153:14,20 257:18 ordinarily 125:15 organization 158:8 organized 193:13 organizes 105:2 original 8:2 21:6 115:9 118:10,15 119:1 200:6 201:21 originally 32:21 others' 204:1 out-of-pocket 242:22 outrageous 74:11 outside 23:14 85:11 129:7,15 163:16 167:9 outsource 20:21 outstanding 161:9 241:1 overlap 245:4 oversee 50:22 oversight 87:10 overwhelmed 195:20 owe 37:20,21 owed 37:15,18 owned 8:12 42:15 78:8,9,11 80:3	owner 8:5 9:20 32:22 119:21 120:4,5,5,10,12 121:2 ownership 8:7 81:19 owns 8:9 135:18
P		
P 2:1,1 P.C 1:4 2:8 4:9 p.m 232:24 261:5 PA 1:23 PACKAL 92:13 page 3:3,15,15 13:16 94:22 102:3 114:18 172:10 217:1 pages 32:16 paid 14:17 22:1,10 37:16 51:14 56:20 58:6 74:10 96:21,22 97:12,12,15,16 98:5,13 153:14 154:7,13 155:13 232:6,10,11 pain 145:19 175:22 194:8,12 194:13,13 195:10,13 196:15 197:18,20 198:15,20,22,24 199:15 200:2,9,17,19 209:4 213:2 painful 164:10 200:17 202:15 pair 95:3 pall 77:15 pandemic 27:21 28:1 81:5 192:12 panic 144:17 146:3 176:17,21 185:4,6,8 panic-attacky 177:7 paper 104:3 115:2,18 124:11 140:2 158:15 paperwork 14:15 33:21 91:24 92:1 Paragraph 95:9 172:24 173:5 paralegal 27:18 94:15 paralegals 92:16 parent 211:24 parents 214:20,22 Paris 235:16 part 19:14 20:3 33:10 37:16 42:21 58:24 60:12 61:18 93:19 94:7 112:19 116:15 121:24 124:2 136:10 139:14 142:17 143:11 148:20		

PATRICIA WEISER

286

150:24 161:16 200:24 208:4 220:1,1 241:7 244:20 248:5 258:1,6 participate 244:5 participated 231:12 particular 22:21 37:10 50:4 141:5 154:11 189:1 199:19 247:15,15 particularly 69:15 202:14 parties 226:13 partly 222:5 partner 70:19 178:17 180:9 208:16 210:11,22 211:1 234:18 partners 102:11,11 207:10 209:7 227:24 230:18 parts 151:23 party 251:13 pass 22:3 passed 6:19 Pat 9:20 21:10 96:6 104:22 116:21 153:3 176:8 219:15 249:21 Patel 27:4,9 28:19 86:20 113:17 116:18 Patel's 30:9 Patricia 1:7 3:5 4:13 5:7 Pause 147:2 172:8 pay 37:7,7 57:18 73:11,19 74:24 79:6 81:14 83:3 85:8 88:11 120:23 124:15 153:23 222:9,10 240:12 242:7,8 paying 56:10 58:1,1 79:5 97:14 151:24 239:22 payment 19:11 21:5 40:13 41:2 42:4 103:1,4,8,13 104:9 153:20 160:14,16,23 161:2 payments 18:23 56:12,16 61:14 97:1 160:6,9,10,11 170:12 payroll 10:13,18 24:22 79:8 peacefulness 203:19 pending 71:4 226:20 Penning 16:19 Pennsylvania 1:1,17 2:5,10 4:7 50:10 64:9,16 79:18	92:22 104:12 139:19 165:1 165:3,5,6,8,10,13 penny 60:4,21,24 72:13 people 26:12 51:8 53:24 56:2 56:6 62:24 68:14 73:2,8,8 73:13,18 74:2 75:18 82:20 91:5,6 93:17,22 96:12 105:8 107:6 119:23 120:8 130:8 130:10 131:22 132:3,5,14 132:15,20,22 133:19 134:5 134:8,18 135:14,20 136:4 136:21 139:1,4 141:12 149:11,16 163:8 176:10 213:19 218:12 220:2,16 221:10,18 223:11,12,15 224:12 234:20 242:9,12 249:8 252:15 259:15,22 percent 8:9,10 percentage 74:23 perfect 106:23 115:8 172:21 perfectly 88:18 perform 31:11,18 107:23 119:3 120:15 127:15,16,17 156:3 171:2 186:23 performance 65:11 78:2 performed 112:23 116:3,6,7 117:16 121:7,10 156:17 241:14 performing 95:14 219:8 performs 170:13 period 18:3,14 19:4 23:15 39:8 74:17 79:2 82:5,8 89:20 94:19 97:2,4,20,23 111:17 117:2 123:21 141:17 151:24 152:4,7 200:3 211:17 234:3 243:5 periods 65:3 permitted 257:1 perpetrated 148:22 150:6,17 perpetuate 248:17 person 34:7 73:16 87:14 88:4 99:5,22 120:2,15,16,17,21 130:2 134:21 138:22 143:8 145:16 156:10 166:7 178:18 186:6 212:19 224:14 person's 70:9 personal 66:15 68:3 78:12	83:15 84:16 85:12 129:6 166:20 171:22,24 178:16 182:15 212:21 239:24 259:12 personally 52:10 67:11 73:12 79:1,14 93:24 99:21 105:24 116:6 122:7,16 128:18 140:10 144:7 182:17 225:21 233:10 245:5 personnel 10:9 17:24 18:2 24:23 25:14,16 30:10 persons 14:23 perspective 51:6 227:24 pertaining 18:8,19 119:5 pertains 20:7 ph 16:19 27:14 91:12 92:13 104:10 244:22 pharm 187:4 pharmacy 186:16,17 Phil 4:17 74:1 80:6 142:10 219:18 249:18 260:18 Phil's 148:7 Philadelphia 1:17,23 2:10 16:17 95:15 PHILIP 2:3 Phillies 191:8,9 203:22,24 Philly-based 169:16 phone 58:15 119:11 140:2,7 143:2 phrased 168:12 physical 145:18 164:11,12 174:8 195:13 197:18,19 198:7 200:13,22,23 201:1,8 202:1 237:9 physically 193:23 196:18 235:1 physician 188:17,22 picture 46:8,10 piece 228:1 pilates 200:24 pill 143:22 177:1 pills 182:22 Pilot 1:13 5:4 262:4,23 pitch 31:12 pitched 31:17 place 113:8 171:16 179:18 194:24
--	--	---

PATRICIA WEISER

287

<p>placed 94:22 172:10 216:24 246:4</p> <p>Placement 95:16</p> <p>places 201:7</p> <p>plaintiff 33:5 36:14,14 202:10</p> <p>plaintiff's 137:9,17,21 138:3</p> <p>plaintiffs 1:6 2:6 4:20 134:19 134:22 138:12</p> <p>plan 66:8 140:8</p> <p>planning 66:2 235:18</p> <p>plans 115:14,14,15</p> <p>platform 25:1,8,10 34:5 122:10</p> <p>platforms 24:21 106:15</p> <p>play 191:11 193:3 195:10</p> <p>played 60:12 222:5</p> <p>playing 190:20 191:5 196:19</p> <p>plays 191:6</p> <p>Plaza 1:22</p> <p>pleadings 216:20</p> <p>Pleas 166:12</p> <p>pleasant 168:15</p> <p>pleasantly 149:16</p> <p>please 80:5 142:13 146:23 191:21,21</p> <p>poach 225:15</p> <p>poached 217:23 225:12,14,15</p> <p>point 14:5 48:5 52:18 78:12 78:24 82:2 97:3 107:2 108:9 114:11,11 117:6 119:18 123:4,13 128:20 129:2 154:12 157:2 193:6 198:16 208:12 218:18 224:7 226:13 228:16 230:8,14 250:3 257:17</p> <p>poker 191:6</p> <p>policies 92:4 93:13 105:4 124:6</p> <p>policy 14:10 20:4,8,9,10 87:2 87:5,8 92:6 93:4,16,16 98:14,20 123:2,10,12 124:4 124:19 125:1,8,13,24 126:10 127:22</p> <p>poo 98:18</p> <p>Poor 184:10</p> <p>pop 229:7</p>	<p>pops 53:12 162:21 164:9 176:2</p> <p>Porsche 83:24 86:6</p> <p>portion 231:14 258:23</p> <p>portions 117:14</p> <p>posed 253:17</p> <p>position 234:18</p> <p>positions 71:13 239:1</p> <p>positive 168:16 242:16</p> <p>possessed 128:22</p> <p>possesses 128:16 150:22</p> <p>possession 24:11</p> <p>possible 68:17 85:6 121:4 130:1 163:6</p> <p>possibly 67:23 135:22 140:6 168:5 171:18</p> <p>post 34:9 87:18,19</p> <p>post-COVID 38:20</p> <p>postage 34:8</p> <p>potential 55:20 132:15 134:8 134:19,22 244:6 248:10</p> <p>Potter 174:1</p> <p>power 141:11</p> <p>powering 176:4</p> <p>PR 46:22 50:18,20 51:15,16 55:19 56:18 58:6,14 62:5</p> <p>practice 5:20 6:9 12:24 32:7 32:8 92:6 93:17 114:22 123:15 143:19 170:1 201:19 207:17 219:5 220:17 222:13</p> <p>practiced 31:9</p> <p>practices 87:23 92:7</p> <p>practicing 5:19,21,24 32:6 164:24 198:9</p> <p>pre-COVID 38:19</p> <p>preceding 83:18</p> <p>precise 170:2 254:4</p> <p>prefer 211:18</p> <p>Preliminary 228:23</p> <p>preparation 151:19</p> <p>prepare 32:13 55:15</p> <p>prepared 33:21 146:1 154:13 237:17</p> <p>preparing 176:16 240:14</p> <p>prescribes 187:3</p> <p>prescription 186:15</p> <p>present 2:20 4:11 25:23</p>	<p>136:16 138:23 260:8</p> <p>preserve 47:1 52:8 54:23 107:11 141:11 150:1 163:8</p> <p>preserved 109:3 139:2</p> <p>president 9:3,7</p> <p>Press 161:24</p> <p>pressed 237:1</p> <p>pressure 137:1 202:19</p> <p>presume 252:1</p> <p>presumptions 150:13</p> <p>presumptuous 224:11</p> <p>pretty 11:8 22:14 32:11,11,16 94:21 101:19 113:7 149:19 175:8 181:11 193:12 200:8 255:2</p> <p>prevent 99:5 184:7 243:19</p> <p>prevented 256:13</p> <p>prevents 146:12 182:20 194:13</p> <p>price 86:4</p> <p>primarily 171:16</p> <p>primary 188:16,22 200:1 244:10</p> <p>print 113:19</p> <p>printed 34:2 113:17,23 114:2 114:15 115:9 130:14</p> <p>printing 114:7</p> <p>printouts 118:9,14</p> <p>prior 15:23 16:6 32:5 33:2 56:22 59:6 69:23 87:3 89:2 93:8,12 94:4 107:5 112:5 117:11 123:16,17 141:5 142:1 189:11,17 199:13 207:2 227:19 232:12 236:24</p> <p>private 233:19</p> <p>privately 143:1</p> <p>privilege 117:21</p> <p>privileged 110:4 254:6</p> <p>privy 241:10</p> <p>proactive 51:1 187:11 240:3</p> <p>proactively 50:22 51:13</p> <p>Probable 112:8</p> <p>probably 73:17 90:3 95:3 110:18 120:3,4 127:20 155:15 186:3 187:17 191:4 200:4 213:3,15 250:12</p> <p>problem 92:19 99:3 142:14</p>
---	---	--

PATRICIA WEISER

288

<p>180:20 204:16 247:11 problems 120:1 144:9 205:10 proceed 80:5 proceedings 112:9,19 121:24 147:2 171:15 172:8 257:5 258:16 259:1,2 proceeds 33:12,19 34:24 35:6 36:1 78:21 160:5,24 161:11 226:14 process 19:5 23:20,21 50:11 54:7,10 66:2 85:1,4,5 91:22 91:23,24 92:2 125:18 128:5 140:2 161:23 226:6 229:19 240:19 processes 182:13 procurement 187:5 produce 109:4 113:16 114:7 produced 108:13,18 109:20 109:24 115:1,3,11,17,19 117:1,2 159:12,16 produces 75:5 product 13:19 production 114:13,14,23 116:10,17 121:8 professional 1:14 136:19 186:3 262:5,24 professionalism 133:23 professionally 144:8 professionals 235:2 profile 90:15,19 profit 86:12 profitable 223:23 project 229:20 projection 230:1 projection's 230:11 projections 227:3 proper 257:22 properly 54:22 103:24 property 83:8 proportion 184:2 proposed 58:24 prosecuting 184:9 prospects 223:13,23,24 protect 46:14 47:5,20 49:6,16 51:14 54:5,24 141:19 161:16 162:8 243:19 protected 50:1</p>	<p>protecting 46:10 170:3 proud 174:6 186:6 provide 26:15 30:21,23 94:6 168:4 181:5 188:6 213:23 provided 13:5,10,13,20,21 14:1,11 20:22 107:13 111:18 114:20 117:11 122:1 153:16 154:13 206:15 247:3 provider 107:22 119:9 129:2 156:2 186:9,22 provider's 158:18 providing 20:24 104:14 225:22,23 provision 13:11 Prussia 2:5 psychiatrist 186:10 PT 198:1 199:24,24 205:12 213:22 public 1:14 56:13,23 60:18 66:14 67:9 75:13 134:14,16 223:1 257:16 262:6 publically 71:16 123:19 127:3,8 142:24 222:24 223:2 260:7 publically-traded 132:3 133:9 publication 141:19 published 161:20 pull 145:7 172:5 252:8 pulled 206:8 pulling 74:22 puppy 203:13 purchase 86:3 purchased 84:11 214:4,6,11 214:11,18 215:13 purchases 215:4 purely 103:19 purge 19:3 125:15 purged 22:4 23:2 127:24 155:16 160:2 purpose 138:19 248:22 257:7 purposes 23:13 95:13 138:15 151:19 169:17 259:5 pursuant 126:10 127:22 258:16 pursue 69:22 71:9 139:8 164:18 208:7 222:19 225:7</p>	<p>239:3 240:11 241:20 255:17 255:20,21 257:22 pursued 150:6 239:1 257:21 pursuing 169:18 178:24 256:22,23 pushed 167:10 put 66:14 69:18,18 108:12 115:10 137:1 149:18 158:5 194:21 202:18 239:4 puts 207:9 212:4 putting 181:24</p> <hr/> <p style="text-align: center;">Q</p> <hr/> <p>qualify 7:21 130:21 quality 204:5,14 quarterly 243:6 question 7:20 8:20 23:4 27:6 34:23 43:23 63:21 75:23 80:17 93:10 105:10,16 109:2 126:3 129:11 130:22 135:1 137:12 147:19 148:6 151:4 153:8 155:17 158:12 162:14 163:5,12 215:24 219:10 228:17 246:19,20 249:21 250:24 251:15 254:3 254:13,17 258:9,24 questioning 5:11 254:2 questions 23:19 60:18 115:6 216:6 251:17 252:16 253:12 253:17 254:18 260:18 qui 35:22,23 36:3 66:24 69:11,20 123:17 169:7,18 170:1,5 quick 229:17 QuickBooks 18:22,24 24:20 quicker 186:2 quickly 142:7,15 229:18 quiet 174:22,24 quietly 72:12 quit 198:19 quite 9:12 48:9 147:17 211:8 239:23 quoted 163:17</p> <hr/> <p style="text-align: center;">R</p> <hr/> <p>R 2:1 262:1 R-A-Z-Z-O-U-K 245:18</p>
--	---	---

PATRICIA WEISER

289

random 132:23	reasons 29:13 30:9 77:1	39:22 40:20 55:5 56:14,15
range 59:3,4 97:10	106:21 252:7	122:1,6 127:9 128:16,23
rare 94:3 203:18 204:4	recall 6:7 12:10 17:17 28:17	129:3 155:15
rarely 35:11	29:9 39:17 41:10 42:19,22	recovery 161:7
rate 120:23	42:23,24 46:17 49:10 53:17	recruiter 52:10
rates 241:8,9	53:19 54:16 55:24 56:6,14	redact 118:3
rational 208:3	56:15,17,18 59:2,8,9,11,18	redacted 114:4 117:14
Razzouk 245:14,16	60:1 61:3,8 62:2,2,3,4,7,15	redaction 114:18
re-evaluate 111:22	66:5 79:18 82:18,19 87:1,1	redactions 116:3,5,6,23,24
reach 88:6 133:4 161:18	88:17 107:6 108:12 114:17	117:5
230:8	119:16 122:7 129:18 130:1	reduce 124:17 170:22
reached 49:11 50:11,13,15	140:2,3,5,7,19,24 141:13,16	reduced 59:4,12 65:23
80:15 162:4 220:19 224:21	141:21 155:6 162:22 166:15	231:17,19
224:22 226:12,20	166:16 167:18 168:1,5	reducing 61:24 100:21
reaching 49:12	171:22 189:4,22 199:19	reduction 58:20 59:5 61:20
reaction 45:6	218:11 220:2,15,18 244:8	67:6 102:6 140:14
read 29:3,24 32:15 61:23	recalled 104:11	refer 10:10 100:23 132:13
95:18 99:19 100:11,17,20	recalling 91:13	reference 109:4 137:24
100:23 101:14,16,17,22	receipt 160:9	referenced 32:19 68:22 83:15
113:9 140:17 144:15 173:5	receive 34:7 35:4,6 36:1	169:16 235:7
176:15 190:20 215:23 216:2	41:24 79:3,4 86:20 137:16	references 112:10 121:9
251:24	137:19 165:4	referral 37:9,15,18,21,21,24
readily 127:4	received 42:14 58:5 72:12	40:9,13 243:13
reading 100:3 191:4,4	199:23 205:14	referrals 134:4 137:8,17,20
reads 145:12 168:19 232:4	receives 41:6 137:8 160:17	243:3,5,9
ready 30:2 244:4	receiving 79:1 228:10	referred 110:6
real 122:12 151:14 242:11	recess 102:19	referring 66:19 68:24 91:6
realize 6:12 68:10	recipients 246:12	116:5 118:13 130:20 150:22
realized 107:3	recognize 170:17 245:2	151:7 171:7
realizing 125:9	recollection 6:20 20:23 24:5	reflected 97:1 227:10,21
really 23:7,16 51:11 55:7	27:24 28:4 39:20 40:5	228:1,9
68:6,11 72:2 75:21,22,22	52:22 54:9,18 55:22 76:18	refresh 217:5
85:2 88:2 99:7 111:24	90:23 108:19 122:8,16	regarding 30:16 92:4,8 93:13
139:1 143:18 144:1,17	124:6 129:1,6 130:12,13	100:6 102:6 121:10 127:13
145:17 149:23 174:24	139:21 141:8,23 156:24	129:14,24 131:11 139:19
180:14,22,22 182:1,3	157:4 161:1,7 217:5,10	140:14,21 161:2 162:24
195:11,20 196:2 197:21	220:11 238:10	233:4
198:13 202:12,19,20 203:15	recommended 50:6 54:7	regardless 125:21 147:10
203:20 204:22 208:18 209:2	140:10 183:3	148:10 234:5
209:6 211:10 222:2,3 226:9	record 17:22 19:12,18,20	regards 10:8
237:3	20:6 21:6,8 28:2,23 29:1,3	regimen 201:1
reason 30:18 41:17,19 70:21	29:20,22,24 54:12 216:2	registration 92:5,9,22 93:14
72:1 76:24 77:22 118:4	recordkeeping 23:14	98:15
178:2 194:21 203:10 218:5	records 10:14 18:8,18,21,23	registrations 92:11
219:4 221:20 227:15,18	19:1,10,18,23 20:2,4,5,14	regular 125:18 165:8 241:6
228:11 233:23 257:23	21:4,13,19 22:3,17 24:8,9	regularly 65:15 119:12,13
reasonable 220:24	24:22 25:20,21 26:3,17,19	125:18 200:12

PATRICIA WEISER

290

relate 100:24 104:19	87:21 88:10,14,17 90:2,4,5	55:21 61:21 68:14 71:16
related 10:5 103:15 108:8	90:7,11 96:23 97:2 102:9,12	141:11,19 142:5 147:15
109:16 127:1 129:10 156:3	107:9 110:10,11 111:10,20	148:12,24 150:1,5,9,14,18
157:1,3,21 159:13,16	113:13,16 114:1,9,20	161:17 162:8 163:9 168:10
186:11 204:8 237:23	115:24 117:24 118:4,22	174:10 233:5 249:12 255:13
relates 20:10	119:7,10 122:10,23 123:1	256:5,7,8,9,14,20,23 257:3
relating 14:15 19:21 125:4	124:3,18,18,20 140:10	259:3,7
129:21	149:8 153:24 154:1,5,11	reputations 259:12
relation 59:12 86:3 157:18	156:19,19,21 157:6,22	request 30:21 107:22 108:11
171:2 208:13	158:21 160:1,1,3,22 161:4,5	122:5 159:19 161:19
relations 56:13,23	161:5,11 165:16 167:2,2	requested 29:4 30:1 33:8
relationship 38:8,10,13	171:17 199:16 214:22	58:24 104:9 121:1 122:1
119:20 120:7,9 129:15	220:11 221:5,6 225:17	156:2 216:3
132:17 134:6,6 136:1,2,3	226:2,3 231:17	requesting 104:12
138:20 169:3,5,12 180:5	remembering 113:18 130:21	requests 107:24 109:7,21
206:20,24 207:10 208:14	204:20 216:13	110:1 119:8,24
210:10 211:21 218:3,6	remote 112:3	require 87:19
237:9	remotely 82:18	required 12:13 154:16
relationships 66:15 131:19	remove 77:1,23	research 51:18,22
131:20,21 132:9,12,14,18	removed 70:20 71:1,18 77:4	reside 236:3
132:21 133:18,20,21 134:2	77:5,9 117:15 198:23 238:7	resided 65:1
134:3,18 135:15 136:6,20	renewal 241:8	residence 63:16 64:6,9,16
136:22 138:1,15,19 139:2	renewals 240:24	resolution 150:7
139:14 207:21	rent 79:1 81:15 83:4	resolve 70:2 226:10
relax 194:16	rep 256:7	resolved 33:13 71:5 76:9
relaxed 203:15	repeat 19:14	151:15
release 192:24	repeatedly 174:11	resort 128:2
relevance 63:22 114:5	rephrase 8:22 13:1 18:17	resources 20:22 96:17 255:19
relevant 31:4 64:1,3 126:21	147:21 148:6 248:7 258:10	respect 13:18 67:10 71:10
135:3,5 251:19	rephrasing 148:2	72:9,9 73:3,4 108:10 121:7
relied 99:9	replace 214:12	139:5 144:4 163:10 250:18
relief 181:5 183:12 189:19	replaced 214:7,14	respects 252:1
relieve 205:9	report 198:22	respond 142:23
reliever 200:1	reporter 1:14 5:4,5 19:13	responded 109:21 110:1
relieves 200:2	29:2,23 216:1 262:5,24	141:24
rely 14:19 136:7 241:22	REPORTERS 1:15,21	response 15:8 53:13 104:13
remainder 58:5	reporting 92:12	107:23 108:11 109:6,20
remake 84:4	represent 43:17 50:8 116:14	137:11 140:20 141:21
remember 7:16 11:14,18	138:11 201:21 246:11	157:16 158:13 159:18 198:4
12:2 15:14 17:15,19,19 28:7	254:18	responsibility 34:13 37:23
28:8,13 38:21,22,23 39:7	representative 134:19	90:10
42:8 43:14 44:4,6,8,9,9,10	represented 138:11 218:22	responsible 10:12,17 33:20
44:18 45:15,23 47:22 48:22	representing 129:7	34:1,8 60:3 92:10,16 159:4
49:9 50:7 51:3 52:18 53:23	represents 43:18 93:21	208:5 212:19
54:2 56:21 58:7 59:20	republication 162:10	rest 11:2 142:20 229:8
71:22,23,24 72:3 79:5 83:5	reputation 46:11 47:2,5,20	restate 23:3
83:7,9,13 84:1,7,17,18,24	49:6,17 52:9 53:7 54:6,24	result 74:13 78:2 85:13 86:23

PATRICIA WEISER

291

<p>112:22 121:17 132:6 210:15 218:16,19,21 219:3 237:8 257:23,24 resulted 238:7 248:2 resulting 237:7 results 113:10 117:15 157:10 157:13 158:19 163:11 retain 123:21,24 retained 14:21,22 15:7,13 50:7,19 55:20 56:23 62:6 87:12 94:12 104:16 105:1 112:6 retainer 56:4,11,19 57:2 58:6 62:9 retainers 56:1 retention 20:4,10 23:14 87:2 105:5 123:3,10,12 125:24 retention/destruction 127:22 retraction 161:19 retrieve 105:13 retrieved 121:5,5 124:24 return 74:19 reveal 135:10 revealed 14:12 revealing 253:15 revelation 48:7 revenue 69:1 74:17 78:3 revenues 65:19 66:16,19 67:20 71:10 74:12,20 75:5,6 85:14 101:9 223:12 238:23 242:15 review 12:13 32:13 33:5 94:7 98:24 117:20,21 122:2,24 127:8 128:17,24 129:4 168:4 reviewed 11:12 32:19 216:19 253:6,8 reviewer 99:6 reviewers 15:2 rid 81:15 124:10 ride 193:17 ridiculously 183:22 riding 190:24 right 7:3 24:14 27:21 38:20 40:22 53:10 55:22 56:18 64:13 69:18 72:17 77:12 80:1 85:15 86:16 114:13</p>	<p>118:12 119:10 125:13 132:4 133:12 135:6,23 141:17 145:4,8 146:11 148:17 160:22 165:10 175:4,16 180:1 183:21 187:9 194:1 196:20 198:24 204:3 208:8 210:7 212:13 216:14 217:23 219:24 246:9 247:1 253:23 254:4,23 rightfully 221:14 rise 55:11 190:12 rises 120:3 227:2 risk 139:16 road 97:4 Rob 11:16 16:24 17:1 26:9,10 27:1 29:7 33:4 34:15,18 41:12,15 42:11,11 44:15,15 44:24 46:9,9 50:20 51:13 54:8 55:17 61:5,14,19 62:11 65:14 67:11,17 69:9 75:18 78:9 79:3,9 83:20 96:10,13 99:23 100:16 101:10,17 102:5 110:21 111:7 129:20 129:22 130:4 134:5 137:22 140:6 141:2 144:24 159:2 161:23 162:4 164:12 166:17 166:19 171:18 174:3,8 175:12,23 176:3 177:14 180:8 184:10 185:22,23 188:5 190:20 195:1 196:6 198:19 199:4 207:16 209:5 209:12,22 211:3,15 212:4,4 214:23 215:10,13 221:7,9 222:1 223:16 231:16,21 233:11 234:23 236:22 241:23,24 243:11 245:24 247:19 Rob's 31:24 33:3,3,7 41:15 45:6 61:10 100:9 129:17 131:4 136:12 192:21,21 199:4 214:20 225:11 246:3 Robbins 245:20,21 259:23 Robert 1:4 4:20 8:3 43:19 166:23 167:1 188:16 Robert's 64:7 Rokowski 27:14,15 role 9:1,22 32:22 36:16 37:8</p>	<p>40:8,23,24 41:8 53:18 65:9 87:9 96:10,11 101:6 122:3 158:24 160:7 167:23 170:10 170:21,23 roles 9:5,9,11 16:2,2 roll 145:14 Rome 49:14 149:3 room 194:24 rooms 194:21,22 Rosemont 187:17,17,19 Rosenzweig 2:3,3 4:16,17,19 8:16 11:23 12:15,20,23 13:2 13:7 14:3 18:10 21:9 22:23 23:6 25:22 29:15 31:1,20 33:14 42:16 43:12 45:8 47:8,14 62:16,18 63:20 64:2 64:11 73:24 76:2,4 79:22 80:2 81:8,11 96:5 102:13 104:18 116:20 117:3 123:4 134:24 135:9 138:5 142:9 142:11 146:18 147:16,22 148:4 153:1,6 159:14,20 163:18 167:16,20 169:20 171:4 173:22 184:13 215:23 216:4 219:14,19 226:22 232:13 240:13 241:22 242:20 249:13,16,19 253:22 254:9,12 258:2 260:16,20 Rosenzweig's 161:9 Ross 91:12,14,19 rounds 230:3 route 186:4 Rubin 2:8 4:24 ruin 51:14 rules 105:5 152:9 ruling 140:22 rummy 191:6 run 57:4,9 68:12,13 73:5 174:9,24 193:3,17,19 runner 177:24 192:22 running 78:22 79:13 184:8 190:17,22 192:17 193:8 194:15 200:20 234:19 runs 177:24,24 178:5,5,5 185:10 197:14</p>
--	---	---

S

PATRICIA WEISER

292

<p>S 2:1,3 3:14 S-H-A-N-K 120:13 sad 221:11,11 saga 214:3 salaries 73:20 206:10 242:8 242:10,12 sales 80:15,18 83:14 salvage 257:18 San 39:1,2,3 sat 100:19 232:2 satisfaction 37:9 satisfied 240:5 satisfy 42:4,5 161:8 sauce 131:15 saved 21:23 22:8 23:24 24:8 24:14 105:7 107:21 108:14 115:13 127:1 saving 106:23 124:17 saw 165:16 246:1 saying 7:21 23:17 50:23 91:9 125:12 130:10 182:21 203:16 215:16 250:16 says 95:23 100:4 177:9 221:18 241:4,17 scale 196:24 scales 197:2 scanned 19:9 114:24 115:12 118:9,14 157:10,13 scared 178:7 scheduled 4:3 Schiffrin 16:21,24 17:1,1 111:8,12 school 6:14,15 7:3 15:24 16:8 16:13,16 190:15 235:18 scope 54:15 55:13 156:4 157:24 196:10 screaming 72:6 screen 94:22 113:2 172:12 216:24 226:4 246:4 screening 99:10 search 95:16,16,22 96:3 107:7,10,13 108:8 109:5,6 109:23 112:22 117:15 119:8 120:15,16,17,19,22 121:8 127:17 128:1,3,22 129:3 156:6,8,13,17,22 157:4,10 157:13 158:18,20,24 160:12</p>	<p>161:1 162:16,19 searched 107:19 156:9,12 searches 94:13 108:21 119:4 120:24 156:3 163:3 searching 156:6 second 82:11 113:15 191:5 253:3 secret 131:15 secretary 9:4,12 secrets 135:11 Section 69:14 secure 78:19,21 security 132:6 155:1 160:16 see 17:10 50:16 56:3 94:24 95:7 105:3 143:6,10 165:22 166:7 172:10,12,22 174:21 176:13 178:13 203:14,17,20 203:20 216:6 220:20 228:18 232:17 seeing 55:22 96:24 113:2 145:19 166:15 167:18 seek 189:18 seeking 69:24,24 70:1 125:5 seen 99:17 130:14 140:13 165:15 166:11 167:12 174:13 201:15 253:4 sees 190:9 segregate 101:20 self-reported 50:9 140:3 self-reporting 54:6 139:20 sell 68:3 73:16 78:14 81:16 84:19,21 86:15,18,18 177:18 242:7 selling 73:12 84:24 send 34:18 sending 103:12 sends 165:14 sense 41:17 57:4 84:13 103:10 113:21 143:21 168:12 175:20 182:1 sent 19:6 23:11 52:19 55:23 100:6 103:11 104:11 113:10 125:2 155:3,5 165:5 166:12 166:21,24 167:1 separate 13:15 14:22 41:15 48:7 56:1,1,5 69:11 78:7 113:5 127:2 158:15 258:19</p>	<p>separating 96:10 separation 65:4 seriously 212:20 serve 53:18 248:18,19 served 107:24 248:3 server 106:11,12 156:5,21 serves 6:10,10 27:24 156:7 service 93:20,20 104:9 105:21 117:16 213:23 services 50:7 111:18 serving 249:8 set 18:18 110:22 111:2,6,16 112:2 169:17 223:2 226:3 229:2 settle 70:22 76:12 settled 72:3 76:13 settlement 33:12,19,23 34:24 35:4,6 36:1 37:6 52:20 58:24 76:1 160:5,24 167:13 226:12,19 227:13,16,21 228:19,22,23,24 229:2,6 230:8 231:13 settlements 70:3 75:16 87:20 227:12 setup 192:7 seven 22:3 23:1 155:14,16 179:7 206:12 207:14 seven-figure 206:14 seven-to-ten-or-longer 67:2 seven-year 22:4 severance 86:21 severely 73:22 Shank 120:13 shape 178:7 235:1 shared-file 26:18 shareholder 32:9 36:3,10 69:12,13,20 131:2,11 137:8 137:17,20 138:2,8,12 219:9 221:4 222:13 224:18 231:10 shareholders 131:8,23 133:6 133:8 134:22 139:10 shareholdings 131:23 SharePoint 25:3,7 sharper 219:18 sheet 227:22 ship 57:9 shit 70:9 145:22 178:23</p>
--	--	--

PATRICIA WEISER

293

<p>196:14 199:3 252:9 shitty 180:24 224:13 shock 45:4 shocked 44:10 45:16 shocking 45:5 48:1,2,17,18 51:9,11 148:16,17,17,18 shooting 173:24 shop 87:7 208:2 214:24 shore 191:1 192:1,5 short 63:7 66:23 170:18 184:21 212:1,1,9 228:24 232:22 255:6 shorter 71:19 shortly 104:13 shots 181:9,12,22 187:1 shoulder 198:24 show 174:4 238:21 243:24 251:7 showed 217:16,20 250:23 showing 184:6 217:9 222:21 shows 217:8 Shuman 217:2 shut 224:9 shutdown 81:6 shutting 220:16 222:12 sic 29:12 42:13 89:11 103:3 135:11 141:18 192:3 sickness 210:1 side 20:7 180:10 181:6 198:18 sidelines 195:9 sidetracked 16:4 sideway 212:7 sideways 230:12 231:3 sign 62:10 232:7 signed 33:4 131:2 152:13 227:14 228:23 229:1 significantly 202:7 238:24 signs 173:13 Silo 11:21 14:12,18 15:5 18:3 18:8,15 22:19 23:11 24:6 43:9 44:19 48:15 49:11,13 52:11,21 59:7 67:10 90:14 93:1 94:11 95:11,22 96:2,22 98:4,12 103:1,6,12 104:1,2 104:6,7,11,13 105:19 107:5 107:8,17 108:9 109:14</p>	<p>112:9,13,19 113:6 119:5 121:11 122:4 124:22 125:6 126:22 139:20 140:23 141:4 141:24 142:4,19 147:10,14 148:10 150:7,23 151:8,12 151:21,22 152:20 153:14 154:21 155:10 156:3 157:1 157:15,18,19 158:14 159:8 160:11,14 167:13 Silo's 18:19 43:19,21 45:7 47:6,19 49:5 60:8 122:8 Silverang 2:3 4:18 similar 259:21 similarly 135:20 simple 84:21 87:8 158:16 simplify 137:13 Simpson 2:21 single 38:3 60:4 152:22 173:21 178:1 194:16,18 sit 42:9 43:7 56:17 65:16 85:15 88:14 90:24 100:16 115:22 119:10 130:12,13 140:24 141:15 151:10,13,17 155:13 160:22 165:10 166:16 170:20 174:23 211:14 216:13 219:24 220:13 site 89:6 sitting 44:2,7,13 46:21 75:20 176:8 195:9 243:12 situation 76:20 211:7,23 224:15 six 177:24 181:12,17 185:11 250:2 six-minute 178:6 six-year-old 249:23,24 250:2 250:4 sixteen 145:1 174:15 236:2 size 197:3 skull 181:9 sleep 173:3 177:10 179:15 182:7 189:14,19,20 190:1,2 194:18 195:8,12,15 196:1 204:6,10,14 205:21 208:20 208:24 209:23 sleep 196:2 sleeping 179:21 182:3,18,19</p>	<p>182:20 189:9,11 194:13 196:6,8 212:11,18 sleeps 179:15 slept 212:13 slightly 62:22 small 15:10 82:1,23 87:7 113:3 161:10 231:7 smaller 197:4 smallest 82:10 smart 175:24 186:6 smiling 203:15,16 Smith 136:3 snuggling 203:13 soak 195:6 social 50:24 51:16 155:1 160:16 186:11 softball 194:19 195:9 200:16 236:10,10,13,15,17,18 software 122:19 sold 73:11,12 78:1,5,18,20 79:11 80:13 83:8,18 84:5,5 84:5,6,6,14,15,16 85:13,22 86:7,10,16 106:14 215:8 242:8 sole 248:21 solve 205:10 somebody 149:8 235:5 252:13 someplace 186:20 soon 107:2 160:2 228:13,13 229:15 230:15 soreness 199:15 sorry 6:13 8:22 14:7 18:12 19:15 27:5,7 34:22 48:10 76:5 81:4 82:24 93:9 97:17 109:1 142:10 151:6 152:18 153:18 172:17 205:19 212:24 214:1 245:8 246:21 260:17 sought 134:1 185:16 186:8 199:20 soul 146:6 sound 43:6,7,8 245:11,13,19 sounds 220:24 soup 34:11 source 45:18,24 46:1 54:18 225:4 244:10</p>
---	--	---

PATRICIA WEISER

294

<p>sourced 95:15</p> <p>sources 134:12 220:19 221:2 224:17,19,22 225:1,4,6,10 225:13,15 243:13</p> <p>South 1:16,22 2:9</p> <p>space 78:11 82:1,10,12,22 111:3 175:3,15</p> <p>span 12:2</p> <p>speak 20:9 24:14 49:15 129:16,19 159:2 220:14 233:12 249:24</p> <p>speaking 129:18 136:13 226:16 249:23</p> <p>special 49:14 186:20</p> <p>specialist 2:20 4:1 5:2,10 28:22 29:5,19 30:3 63:5,9 102:17,21 146:24 147:3 184:19,23 213:13 232:20,24 255:4,8 260:24</p> <p>specialized 69:16</p> <p>specific 44:1 65:24 97:24 130:13 139:21 141:6,7,22 156:22 199:16 253:16 258:24</p> <p>specifically 25:5 28:13 29:9 44:18 84:18,24 107:18 114:17 118:22 124:23 134:12 136:13 140:24 141:21 142:2 144:3 155:17 156:23 157:7 159:3 163:10 165:16 226:17</p> <p>specifics 45:15 114:21 141:16 220:15 233:13</p> <p>spell 245:10,17</p> <p>spend 74:9 136:22 166:9 179:2,7 207:14 208:17 210:13,14 237:3</p> <p>spending 73:13,24 143:6</p> <p>spent 54:11,13 58:3 174:10 178:22,23 206:4,11,16 237:5 239:14,16</p> <p>spewing 248:17 249:6</p> <p>split 228:3</p> <p>spoke 124:19 246:1 250:1</p> <p>spoken 244:18 250:11</p> <p>sports 190:14 191:10</p> <p>spot 106:18</p>	<p>spouse 178:17 180:8 208:14</p> <p>spout 77:7 146:11</p> <p>spouted 70:18</p> <p>Sprint 31:15,18 58:20 59:22 65:22 66:4,10 67:18 75:7,8 75:23 100:21 101:1 119:5 121:11,21,22,24 126:2,15 128:17 129:4 137:10 140:14 142:3 150:24 168:9 173:15 226:11,17 227:19 228:8 230:13 231:4,16,18</p> <p>Sprint-fee 67:6</p> <p>Sprint/Nextel 171:8</p> <p>square 82:13</p> <p>St 6:22</p> <p>stage 46:23 195:14</p> <p>stand 143:13,16 180:9</p> <p>standing 72:21 133:10</p> <p>standpoint 124:8 208:16</p> <p>start 41:18 127:18</p> <p>started 6:19 11:16 16:23 17:2 22:13 32:15 41:10 67:9 71:6 110:21 164:6 176:16 195:17 214:16 216:11</p> <p>starting 196:5</p> <p>State 46:22</p> <p>stated 154:22 164:24</p> <p>statement 222:11,14</p> <p>statements 100:13 140:20 163:15,16,22,23,24 167:4 206:5 218:20 219:7,23 220:6 224:16,23 238:12 243:21 246:12 249:10</p> <p>states 1:1 4:6 95:11 172:24</p> <p>status 43:20,22 44:2 45:7,12 93:5 98:15 165:2,9 171:19</p> <p>statute 170:2</p> <p>stay 125:14 127:23 129:18 131:17 191:1 198:17 228:16 234:24</p> <p>stayed 111:9</p> <p>staying 194:23</p> <p>stays 115:11 155:22</p> <p>steady 193:12</p> <p>Stecker 73:10 215:21 217:2,3 217:22 218:22 219:7,22 221:13 222:11 224:16</p>	<p>Stecker's 218:20</p> <p>stenographic 29:1,22 262:8</p> <p>step 110:17,20 223:8,10 239:24</p> <p>stepped 54:22 72:12 234:17</p> <p>steps 49:16 52:5,15 117:20,22</p> <p>Stipulation 229:1</p> <p>stock 8:10,12 133:1 134:16 135:18</p> <p>stockholdings 135:22</p> <p>stoic 174:5</p> <p>Stone 63:14</p> <p>stop 5:23 53:13 179:5,6,8,20 180:23 181:10 195:21 202:19 240:15 248:1 255:18 257:8,10,10,15 260:7</p> <p>stopped 6:2,3 32:5,17 181:20 193:8 198:9 209:9</p> <p>stopping 248:22</p> <p>stops 256:16</p> <p>storage 124:15</p> <p>store 24:22</p> <p>stored 21:23 22:16 24:8,15 104:16 105:1 124:14 127:1 127:21</p> <p>stores 26:19 155:18,18</p> <p>stories 149:6</p> <p>story 220:10,24 221:17,20</p> <p>strain 207:9</p> <p>strained 255:20</p> <p>strains 208:9,10 209:1</p> <p>strange 189:7</p> <p>strategy 240:15</p> <p>streamline 111:23</p> <p>streamlined 22:7 112:1</p> <p>street 1:16,22 2:9 136:9 140:13 141:14,20,22 145:10 161:18 162:5,9,10 163:14 163:17 187:15,18 192:2 232:5</p> <p>stress 66:14 137:4 144:9 164:4,11,13 173:3,8,9,14 174:12,18 175:22 177:14,17 177:21,23 182:15,20 184:10 185:11,14 189:14,23 192:24 194:7,10 196:7 198:6,7 199:1,18 200:20 204:10</p>
--	--	--

PATRICIA WEISER

295

205:9 207:6,9 212:10 230:18 234:11,16 236:24 255:18,22 stress-induced 204:23 stressed 177:12 180:6 195:13 195:17 203:9,17 stressful 60:6 68:18 79:14 174:17 183:22,23 184:10,11 202:22 208:9 237:18,21 243:17 stressor 198:23 stressors 198:4 211:24 strictly 136:11 187:8,10 strife 164:3 strike 7:24 8:4 31:16 38:11 41:23 58:18 64:14 80:13 88:21 92:20 93:3 160:4 172:2 188:15 201:20 215:12 215:19 235:22 strong 132:11,14,21 174:5,6 192:14 strongly 50:21 structure 77:12,13 struggling 66:11 student 14:24 studied 6:24 study 6:23 stuff 20:14 54:3 84:23 100:17 123:24 124:17 131:15 146:12 149:20 177:7 178:10 186:5 191:23 193:4 stumped 191:14 stupid 251:18 subconscious 167:10 subject 104:22 210:19 258:15 submissions 127:13 submit 72:18,22 153:21 submits 153:19 submitted 19:7 52:20 102:8 103:1,8 104:2,5 122:4,22 127:7 128:16,23 129:4 150:23 152:13,15,21 154:18 submitting 103:5 subpoena 248:14 252:15,22 subpoenaed 259:5,6 subpoenaing 248:4,10 251:17 subpoenas 243:15 248:3	249:8 258:18 subsequent 96:1 233:5 substantiate 115:17 223:15 substantiated 122:15 substantive 96:11 99:24 successful 139:8 161:6 179:9 suck 175:11,12 sucks 176:2 sudden 6:12 sue 133:14 sued 216:11,12 217:6 239:19 247:18 sues 239:21 suffer 173:2,9 189:24 190:6 suffered 132:5 237:8 256:24 suffering 173:7 suggested 104:21 181:3 suggesting 23:8 suing 184:3 Suite 1:16,22 2:5,9 suits 197:6,10,11 super 212:20,23 237:18 243:16,16,17 super-shocking 46:19 supplies 10:1 support 52:20 73:6,16 78:15 119:21,22 210:20,23 223:10 225:22 supporting 55:5 79:9 supposed 15:9 73:21 97:15 sure 8:19 9:11 10:3,11,18,18 11:9 12:1 16:5 17:23 19:16 19:16 23:5 24:1 25:6,17 31:14 32:21 34:12 37:12 39:5 42:8 45:18 46:3 50:3 50:13 52:6,7 53:8 54:22 59:15 62:14 65:12 69:5,5 71:21 87:11 91:14 92:6,13 92:17 93:11 97:15 101:10 102:10 103:22,23 107:8 109:18 113:7 121:18 123:7 123:11 129:12 130:20 134:11,23 135:12 151:5,11 151:13,16 158:1 159:5 162:12,13 165:9 175:13 184:16 187:16,18 188:18 191:20,22 196:19 198:18	200:8 207:4 209:12 213:24 215:1 216:10 217:7 219:12 226:3 234:6 239:10 244:2 245:21 surgeons 213:18 surprised 149:16,17 185:13 185:13 193:4 213:22 survived 100:14 suspect 114:16 157:20 162:5 199:4 244:8 swallow 143:23 swear 5:5 177:8 sweeter 180:6 sweetest 212:14 swim 193:18,19 swimming 190:24 swirl 51:13 182:14,15 183:19 switched 111:20 sworn 5:8 symptoms 180:18 186:11 190:4 196:5 202:1 204:17 205:23 237:7 system 20:19 21:16 22:1,6,9 26:18,21,22 106:23 110:24 111:15 115:8,13 124:10 126:17,18
T		
T 3:14 262:1,1 tag 114:15 116:13 taint 53:7 take 10:24 11:1 14:14 34:7 37:23 44:24 47:20 49:6 60:4,21,23 66:21 67:1 94:8 103:20 121:1 141:18 146:2 146:21 150:11 152:5 176:24 177:1 179:22 180:22 184:13 184:14 205:10 209:10,10,13 225:5,10,11 230:16,20 231:13 232:19 233:22 234:9 234:9,12,21,21,22,22 235:6 235:6 243:8 247:22 254:24 255:1 taken 1:13 4:2 38:1 63:8 76:19 102:20 150:12 171:16 184:22 228:17 232:23 255:7 257:24 262:8		

PATRICIA WEISER

296

<p>takes 180:17 185:4,10 186:14 194:15 212:19 226:10 234:15 talk 36:12 44:20 100:16 102:11 115:5 149:12 171:19 175:14 190:12 210:19 talked 51:6 62:14 66:1 talking 21:12 26:10 43:2 59:15,16 82:9 89:15 101:12 115:6 116:8,10 123:16 142:22 143:8 149:2,13 talks 131:16 202:5 204:19 224:4 tam 35:22,23 36:3 66:24 69:11,20 123:17 169:7,18 170:1,5 tapped 85:18,20 tarnished 174:11 task 127:14,15 taunting 75:12 tax 20:14 74:19 151:20 152:2 152:8 155:15 team 194:23 195:1 211:9 236:14 teams 212:17 technical 30:8 114:9 technological 111:2 113:21 technology 106:22 110:7,14 111:23 119:18 teeth 214:2 television 213:7 tell 31:3 41:9 42:10,12 44:17 48:22 54:13 65:21 70:23 144:5 170:16 203:2 224:11 232:3,8 250:3 telling 128:11 204:3 218:12 220:16 221:10 249:7 257:16 tells 20:16 41:16 100:1 175:4 temporary 31:12 ten 80:10 86:9 97:9 112:4 178:1,6 185:11 214:10 235:14 ten-million-dollar 70:22,24 tenant 82:12 tenants 81:18,24 82:1 tennis 193:3 tension 125:8</p>	<p>tentative 226:12,19 228:19 231:12 term 66:23 83:2 terminate 28:18 218:2,6 terminated 28:11,12,16 215:22 terminates 29:12 termination 29:14 30:10,16 86:21,23 terminology 37:13 80:19 terms 28:15 37:13 47:15 50:1 79:23 87:18 119:21 124:14 144:7 156:11,22 159:3 160:8 161:6 165:18 171:1 173:7 184:3 192:19 226:1 229:19 243:2 terrible 17:10 219:10 testified 5:8 18:11 23:1 31:8 79:24 139:23 141:23 147:17 160:14 163:7 238:5 testimony 104:20 169:15 197:17 249:20 258:8,24 text 129:23 130:3 thank 5:2 13:3 95:6 147:23 148:1 168:7 172:22 246:8 260:11,16 Thanks 80:6 172:21 their's 214:21 theirs 101:18 theory 118:17 therapist 209:20 therapy 174:4 200:22,24 201:1,8 therefrom 54:20 thereof 10:6 141:7 158:8 159:7 thereon 10:24 Thieler 38:5,5,7,9,13,16 40:2 40:10,14 41:2,5 42:14,15,22 43:4,5 134:3 thing 41:15,15 46:20 51:7 55:2 66:4 73:7 94:3 100:4 101:23 113:14 115:17 143:19 145:8 146:13 154:2 162:17 168:16 174:1 175:11 175:11,16 179:14 180:2 182:12 184:11 195:13</p>	<p>200:10 202:21 203:14 204:23 209:3 211:3 224:1 things 6:24 10:2,7,13 20:14 20:16 23:2 25:6 26:13 44:24 46:13 48:2 49:8 50:24 53:9,9 54:22 55:15 67:16 70:8 76:22 77:10 81:4,5 83:23 84:11,24 89:4 94:8 100:24 101:12 106:23 108:8 112:3 113:8 116:9 124:9 128:12 130:5 133:24 149:6,12 174:17 179:23 180:1,16 184:5 185:23 198:2 200:16 205:8 220:14 224:2 230:11,12 231:3 234:20 238:13 240:20 250:10,16 256:4 think 7:5,14 17:12,20 19:1,5 20:8 25:3,15 26:9,10,11 35:21 36:21 38:14 39:1 41:18 48:5 53:7 54:2 55:1 70:6,16 80:10 81:6 84:1 85:21 86:7 87:23 91:17 94:4 105:8 110:18 111:10 113:15 114:12,13 115:1 118:4 123:1 124:6 126:20 130:19 135:3 138:23 144:6 144:14,18 150:8 165:8 166:14 168:13 169:5 171:21 174:17 176:8,12,12 178:7 180:10 183:11 185:11,22,22 186:18 190:12 192:23,23 199:14 200:4,13,18 201:12 201:17 203:3 209:5,6,14,21 211:1 212:3,9 213:1 214:5,7 214:10 218:10 222:5 224:8 224:11 231:20,23 232:1,10 232:18 235:2,3,14 237:3 238:3 244:24 249:16,19 254:14 259:6,14,14,15 thinker 182:9 thinking 62:19,21 76:20 85:15 86:6 114:13 130:10 142:22 182:4,6 195:18 208:3 209:18 232:9 thinks 146:15,16 175:19 209:22 251:6 252:19,19</p>
--	---	--

PATRICIA WEISER

297

<p>259:13 third 69:11 82:4,7,10 third-floor 82:12 third-party 10:17 11:11 14:14,20,22 15:11 35:7 94:12 233:4 thought 14:21 67:15 68:7,19 74:15 88:2 89:8 143:3,7 158:2 168:11,21 177:11 182:13 216:11 239:11 thoughtful 85:5 209:2 thousands 239:17,17 242:23 242:23 threat 223:14 threatened 222:22 threatening 241:17 three 50:14 81:24 83:18 85:24 86:2 110:18 124:20 124:24 158:3 177:10 196:2 214:13 223:11,12,15 225:18 227:5,6 230:6 232:6,14 three-minute 184:14 three-to-five 126:9 throat 205:19 throw 206:6 throwing 124:9 Thursday 1:17 4:2 tiers 227:5,6 tight 57:9 197:23,24 200:17 212:22,23 tightening 85:2 204:23 tightens 173:20 time 5:10 14:6 16:1 17:9 18:3 18:14 19:4,7 25:23 28:24 29:2,21,23 38:17 39:8 42:7 43:22 47:24 52:20 54:3 61:4 63:7 64:24 67:15,16 69:11 71:8 73:13 74:14,17 79:3,14 82:5 83:22 84:19 86:10,14,16 89:19,23 91:2 97:2,3,5,20,23 98:19 100:16 101:12 102:14,19 104:8 108:5 110:11 111:17 115:24 118:23 122:11,12 123:5,13 123:15,22,24 124:9 125:17 130:4 138:1 143:3,6 145:23 149:5,20 150:8 151:24</p>	<p>152:4,7,23 153:19,22 158:2 158:9 165:15,16 166:9 167:19 173:17,21,22,23 174:4,16 177:7 180:4 181:18 182:3,6 184:21 189:5,13,13,15,15 193:7,20 194:8,9,12 195:11 196:6 198:8,10,12,16 199:5 200:3 203:9,9,10,17 208:4 209:5 209:13,17,22 210:13,14 211:10 216:1 222:22 224:14 226:10 230:4 232:22 234:8 235:19,20 237:2,4 239:2,14 241:18 242:9,23,23 243:5 244:19 245:15 246:2 247:13 247:16 250:23 251:4 255:6 257:1 timeframe 11:20 22:15 23:7 104:21 204:12 timeframes 47:11,15 timekeeping 122:9,19 times 78:19 79:7 84:13 152:19 173:15,16,21 182:5 185:21 199:15 206:9 207:12 230:21 236:21 timesheets 22:19,22 23:12 122:4 timing 245:4 tiny 82:13 110:22 tip 65:16 title 8:14 9:16 27:17 titles 25:7 TMJ 204:19,22,24 205:5,17 205:21 213:10,14 to-do 101:6 189:6 today 43:7 88:15 90:24 92:10 141:1,15 151:10,18 155:13 180:5 235:7 255:12 258:1 today's 32:14 63:24 162:2 211:13,14 told 44:15,16 45:12 60:20 182:24 198:19 220:15,20 ton 74:6 tongue 65:16 top 20:17 28:3 39:17,23 51:1 54:16 71:19 77:11 88:14 114:3 125:14 195:12,15</p>	<p>206:1 227:8,10 topic 141:2 162:15 254:22 torment 173:4 torture 162:20 181:23 totally 69:10 72:20,21 146:6 touch 111:9 touched 240:21,22 tough 66:17 68:9,9 84:13 124:9 176:5 208:15 tournament 194:20 236:10 236:13 town 64:18 track 92:17 94:21 165:20 200:15 tracking 93:5 trade 135:10 trading 132:7 traditional 123:21 transcript 253:4,7 262:7 transfer 34:3 traveling 200:16 tread 208:11 210:18,18,18 treasurer 9:12 treat 205:13 treated 145:2 205:16 treating 189:1 treatment 185:17 187:11 189:18,20 199:21 205:14 treats 205:4 trees 21:20 78:8,9 80:3,9,24 81:18 trial 58:20 61:23 168:9 170:22 171:13 triathlon 190:24 193:20 triathlons 193:13 tried 49:10 54:2 144:15 200:8 200:12 225:10 tries 180:22 trigger 212:10 triggered 194:14 217:11 239:21 trip 235:13 236:9 triple 52:3 tripping 80:19 trouble 120:18,20 true 45:22 46:6 47:6,19 70:14 77:10 100:5 189:7 218:17</p>
---	--	---

PATRICIA WEISER

298

<p>221:20 238:13 248:3 262:7 truly 54:2 107:16 180:10 trust 41:16 101:18,18 250:18 trusted 15:10 143:9,15 trusting 99:13 trusts 123:23 truth 73:4 try 49:1 86:15 87:8 125:14 137:13 138:18 144:14,18 145:4 158:16 180:17 181:4 181:9 183:1 191:18 200:9 205:8 208:8 230:17 257:18 trying 19:5 45:3 51:18 75:21 82:22 84:1,17 118:2 132:4 135:4 142:21 145:6 175:14 175:14 176:15 178:18 179:7 179:19 182:14 183:10 198:10,11 205:10 208:7 214:7 220:22 258:13,18 Tryon 18:22 22:12 tub 194:15,16,23 195:2,5 tubs 194:21 turn 51:24 107:4 158:19 182:8,10,12,20 213:7 turned 112:18 147:14 158:7 166:2 217:13 twelve 229:14 twenty 143:19 146:13 207:22 250:12 twice 91:15 115:9 198:5 two 8:11 16:18 47:18 48:1,1 49:4 51:16 52:17 55:23,24 56:1,1,4,5,5,11,19 57:2 69:2 69:19 74:24 75:6 76:21 82:3,4 86:16 89:7 91:5,6,13 91:21 102:3 106:10 110:5 110:17,24 115:10 116:8 119:11,13 144:16 151:23 158:3 176:14 177:8,23 201:11 211:5 214:13 225:17 232:9 235:24 245:1 252:7 252:10 two-minute 254:24 two-way 136:9 type 13:24 18:18 20:6 41:1,4 132:1 134:18,21 156:18 185:14</p>	<p>types 29:8 36:6,8 41:5 69:13 115:20 136:6 226:7 244:10 typically 22:17 typing 168:3 Tyson 2:8 4:23 232:13</p> <hr/> <p style="text-align: center;">U</p> <hr/> <p>ugliness 72:11 Uh-huh 17:23 ultimately 70:2,8 71:13 224:9 260:21 Um 17:11 79:21 Um-hmm 16:14 26:5 110:9 Umm 16:21 un 72:20 unable 208:20,24 236:8 unbearable 195:16,16 uncertainty 67:12,19 223:17 229:5 255:23,24 uncontrolled 180:2 underestimated 177:22 undergrad 6:21,22,23,24 7:1 7:4 understand 8:19 37:12 97:19 129:11 130:23 131:6 142:19 151:1,4 196:9 213:4,5,8 246:20 258:21,23 understanding 77:19 80:8 162:20 212:3 220:9 understands 136:20 252:2 Understood 31:6 98:11 underwriting 241:10 unearthed 135:24 unexplained 106:22 unfortunate 55:2 unfortunately 235:19 unfounded 60:9 150:14 ungodly 58:11 unique 123:14 United 1:1,22 4:6 University 6:15,22 unknown 57:18 unnecessary 85:2 unnerving 57:15 unreasonable 224:8 unsolicited 132:23 unsure 223:13</p>	<p>unsustainable 194:7 untrue 70:14 77:15,16 untruths 141:10,13 249:7 up-to-date 92:12,18 update 89:5,18 173:23 upgrade 88:1 89:5 ups 212:6 upset 51:23,24 175:17,18 176:14 177:15,15,16 178:13 178:13 208:18,23 211:15 212:4 221:14,23,24 222:4,6 upsetting 32:16 57:15 99:21 100:23 101:23 175:3 upstanding 73:3 use 10:15 15:10 25:1,5 34:5 79:11 82:16,22 88:9 96:13 187:9 214:22 253:5 uses 24:21 169:17 187:10 192:16 usual 70:18 usually 34:6 36:20 133:5 174:22 175:4 230:5 utilize 96:2 utilized 14:13 95:21</p> <hr/> <p style="text-align: center;">V</p> <hr/> <p>vacant 82:5,6,7,19 vacation 65:6 235:8 Vaccaro 105:19 Vaccaro's 104:10,20 106:2 vague 20:23 161:7 valid 249:8 value 76:16 83:22 85:13,13 85:22 86:1,3,10,11 valued 68:4 241:12 values 86:13 variety 131:13,24 190:10 various 87:23 135:24 199:15 201:4 206:9 vehicle 164:20 202:14 215:7 247:4 249:3 vehicles 85:24 86:2 214:4 215:14 vendor 89:18 169:16,19 170:13 vendors 10:15,17 version 108:14 109:8,10,19</p>
---	--	---

PATRICIA WEISER

299

118:10 versions 87:3 118:5 versus 4:9 207:2 217:9,15 258:16 vet 95:22 vexatious 182:15 222:3 238:12 vice 9:3 video 2:20 4:1,12 5:2,10 17:11 28:22,23 29:5,6,19,19 30:3,4 63:5,6,9,10 102:17 102:18,21,22 146:24 147:1 147:3,4 184:19,20,23,24 232:20,21,24 233:1 255:4,5 255:8,9 260:24 261:1 videotaped 1:12 28:24 29:21 261:4 view 200:18 208:17 260:10 vigorous 15:6 Villanova 64:19,22 Virginia 194:19,22 195:6,20 196:13 virtual 39:18 visibility 162:9 163:1,2,14,15 VP 9:6,20 vs 1:7	68:15 70:12 72:10 85:11 89:6 103:5 108:17 134:9 137:2 139:1,5 143:16 145:21,23,24 175:17 177:1 179:5,6 182:7 190:15 208:1 208:12,22,22 235:11 239:3 239:3,4 243:1 247:12 250:17 251:8 252:8,11,18 257:9 258:9 259:24 wanted 49:15 51:13 52:4,7 53:2,3 84:19,20 99:1 111:21 111:24 115:5 240:11 wanting 125:8 wants 26:11 130:5 210:21 wardrobe 197:9 wasn't 18:11 37:3 48:6,14 51:7 60:22 75:19 80:17 97:21 121:21 149:15 178:8 196:11 220:4,5,10 221:14 225:20 237:17 watch 191:8 watching 191:10 195:9 203:24 water 184:18 wave 174:22 waves 176:24 177:9 231:23 way 48:1 50:23 51:13 52:4 53:6 55:2 67:5 68:12 106:18 125:12 131:24 132:9 148:23 161:13 168:12 196:10 202:21 221:13,17 222:18,19 223:21,22 232:18 239:5,5,6 240:8,9 241:21,23 242:17,17 243:4 247:8 252:14,15 254:4 ways 85:8 119:11,13 131:13 we'll 53:14 68:8 146:10 174:20,20 179:10,13 180:11 216:6 we're 9:17 15:10 30:7 31:2 67:5 70:10 77:21 87:7 112:3 113:3 116:8 120:19 133:22 138:23 144:2 145:8 175:8 178:14 179:9 183:21 190:10 191:9,12 192:5 195:8 200:9,16 202:10,11 203:21,22,23 207:7 211:5	212:23 226:16 230:20 237:20 240:4,4 241:3 243:14,17,18 251:10,11,12 255:2,2,11 259:22 260:1 we've 17:14 65:7 66:11 67:17 73:7 85:22 94:2 106:9,19 110:15 112:4 119:4,19,19 164:20 171:21 174:15 192:6 201:4 231:24,24 241:12 247:7 259:13 wear 197:10,11,12 website 87:10,16,18 88:5,13 88:24 89:8,12,16,19,21 90:15,20,23 week 65:7 169:15 194:20 234:22,22 236:12,12,17 weeks 47:18 49:4 52:17 181:15,18 weight 178:15,16 196:23 197:12 weightlifting 190:23 192:10 weird 113:14 118:23 weirder 44:5 Weiser 1:3,5,7 3:5 4:8,13,20 4:21 5:7,14 7:9,12 8:3,8 9:7 16:6,11,12 17:5,8 18:14,20 22:11,16,24 24:10,12 29:12 30:7 33:11 39:9,12,15 40:23 40:24 42:13 43:19 47:4 55:19 56:22 58:5 59:6,23 62:6 63:12 64:6,20,24 65:9 77:2 81:23 89:10 90:15,19 91:2 92:3,8 98:5,13 100:6 102:24 103:3 126:1,14 127:12 128:21 131:2 135:11 137:7,16,19 138:4,14,14 141:18 147:7,12,13 148:9 150:21 152:19,23 153:15 154:21 159:12 160:8,12,24 162:16 166:23 167:4,14 168:10 169:4,17 172:3 173:2,9,13 185:3 188:13,16 188:24 189:8,18 190:6 197:18 199:7 211:17 215:21 217:23 218:3,7 219:8 220:8 221:3 222:12 224:16 231:11 233:5 237:8 244:6 246:17
---	--	---

W

PATRICIA WEISER

300

<p>246:22 248:5,11 255:14,14 257:20 Weiser's 180:9 194:4 211:21 well-being 186:1 well-known 96:15 Wellness 201:1 went 6:15 15:5 16:18,20 60:8 60:22 61:3 67:20,23 70:21 74:12 75:7 83:21 85:1 89:8 124:24 152:2 154:9 195:23 195:23 198:20,23 221:17 231:3 235:16 243:9 weren't 60:23 61:18 82:16 110:17 218:15 225:11 231:5 Western 195:4 what-have-you 212:3 whatsoever 48:16 250:20 whistleblowers 170:4 Widener 6:15 wife 207:11 208:18 210:23 Wildwood 192:3 willing 179:1 willingness 75:14 259:8 wills 123:23 win 179:3 winning 179:4,4 wire 34:3 wish 255:21 withdraw 137:12 withdrawing 148:1 witness 3:3 5:6 8:18 12:1 13:9 14:5 19:15 21:12 26:2 28:20 29:7,17 31:22 33:16 42:18 43:14 45:10 74:1 76:3 80:1,6 81:13 96:7 104:24 116:22 117:9 135:13 138:7 142:10,14 146:23 148:3 153:4 159:21 163:20 167:18 169:22 171:10 184:17 216:7 226:24 249:15 249:18,22 253:21 258:5 260:15,21 261:3 witnesses 244:6 248:10 woke 177:12 Wolf 91:12,19 woman 27:3 174:5 won 247:18</p>	<p>wonder 205:12 wondering 71:13 word 101:14,14 173:24 208:23 words 107:8,9,12,15 work 12:3 13:19,22 14:24 15:11 16:10,21 24:6,17 31:11,18 34:2 54:15 55:8 68:14 73:23 74:24 75:15 89:23 90:1 93:22 95:14 96:21 97:21,22,23 101:20 103:1 121:10 122:8 132:1 133:11 136:21 138:20,22,24 139:1,4,5 140:22 144:19 149:13 152:1,7 153:15,22 154:6 162:3 171:1,2 181:10 181:11 183:6 192:4,7 220:20 234:8,13,14 240:10 241:14 245:3 256:10 257:11 259:18 worked 16:17,18,19,22 23:17 28:6 31:24 55:6 73:8 75:18 87:24 91:15,16 93:24 94:14 97:19 111:8 123:12 136:14 139:6 143:5 146:13 154:11 164:7 187:12 192:14 238:20 245:1 worker 186:11 workers 15:2 working 6:19 19:8 22:21 56:2 56:6 72:7 74:4 75:19 82:18 103:6 181:7 228:22 234:20 239:18 242:12 works 94:18 133:16 134:11 136:21 138:4 187:11 200:10 234:1 world 115:8 135:19 145:24 173:20 179:24 210:2 worse 189:16 202:8 204:14 204:18 205:3,23 worth 137:3 worthy 254:14 wouldn't 60:21 62:4 99:1 101:22,22 102:1 106:1,3,7 127:20 154:8,16 168:14,15 168:16 182:6 213:21 250:17 250:19</p>	<p>Wow 191:14 Wrangler 214:7,9,15,15 wrap 191:18 write 19:19 writes 100:4 written 11:3,7 20:9 57:14 92:4 130:15,18 152:14 154:24 170:17 206:8 wrong 25:16 133:12 143:20 143:22 144:23 146:14,16,17 150:2,19 180:13 259:14 wrongdoing 142:17,19 wrongdoings 133:5 wrongs 132:5 135:23 208:8 wrote 19:19 154:2</p> <hr/> <p style="text-align: center;">X</p> <hr/> <p>X 3:1,14</p> <hr/> <p style="text-align: center;">Y</p> <hr/> <p>Yates 244:14 249:10 250:8 250:11,14 251:5 252:4 253:5,6,13,17 254:20 yeah 7:2 8:18 9:4,6 11:8 12:1 12:7 17:20 20:17 26:16,24 28:17 30:15,17 31:6 32:4,11 39:24 47:13 49:23 59:12 63:2 64:2,21 65:17 66:15 74:12 78:4 81:14 85:20,20 88:4,16,19 90:4 95:1 96:7 98:20,20 99:7,16 101:20 102:15 105:6,11,15 107:7 109:1,9 117:13 118:8 120:9 121:20 125:23 139:14 145:15 146:20,23 147:22 153:4,9 156:15 157:3,9 159:10 164:14 169:13 170:11,24 172:7,16 177:9 185:9 189:15 192:18 196:17 201:6 203:2 206:10,12 213:18 217:7 221:11 223:19 224:6 225:2 231:4 232:15 234:14 235:5,9 237:16 244:3 248:8 249:2,5,15 252:14 256:23 258:5 259:6 year 6:17,20 16:18 17:20 21:24 22:2,2,2,4,9 39:20</p>
---	--	--

PATRICIA WEISER

301

65:8,22 66:23,24 67:14,21 67:21 68:2,2,7,9,9,20,20 71:9,9 74:12,12,17,22 83:18 84:1 89:7 111:20 126:5,9 127:24 154:14,18 171:11 200:12 227:11 229:21,21,23 235:12 240:23,24 241:2,4 243:6,6 year-over-year 65:22 74:16 78:3 year-to-year 65:10 years 16:20,22 20:18 22:3 23:1 28:7 65:18 66:11 67:2 69:7 74:24 75:6,21 80:10 82:23 84:9,9,10 85:18 86:9 88:1,11 89:1 91:19 92:15,16 97:9,11 98:4 99:12 106:19 108:15 112:4 124:21,24 139:3,7,16 141:5 142:1 143:19 144:14 145:1 146:13 155:14,16 162:15 171:22 174:15 175:7 177:10 179:24 189:16 190:11 196:3 205:3 206:9 207:23 214:10,12,13 229:11 230:6 232:2,7,12 233:12 234:7 237:1 240:21 242:3 247:16 250:12 259:17 yell 212:2 yesterday's 162:1 yoga 200:10,12,13,18 205:7 young 213:7 younger 194:20 214:2 youngest 198:10 Yup 217:21	242:24 1,500 82:13 154:1 1:00 62:24 1:04 102:17 1:36 102:21 10 76:17 94:22 10(b) 69:13 10,000 75:24 76:3 10,000,000 76:2,4,9,13,14,17 238:8,15 10:00 4:3 10:03 1:18 10:05 5:11 10:37 28:22 10:38 29:5 1099 14:16 98:9 152:2,10,11 152:23 153:7,16 154:12,15 154:19,20,20 155:2,3,7 1099s 155:21 10th 192:2 11 69:14 80:11 11:03 30:3 11:51 63:5 12,000-square 81:22 12:08 63:9 121 2:9 1500 2:9 1520 1:16,22 17 75:7 17th 1:16,22 18 75:7 19103 1:23 19107 2:10 194 172:24 173:5 19406 2:5 1969 233:16 1986 17:14 174:15 1996 6:10,18	200 154:7,8 2000 16:21 97:5,6,22 136:15 2004 7:13,14,15 2005 7:14 22:13 2006 22:14 2007 97:22 2008 12:8 95:13 97:8 2010 80:10 214:10 2011 84:1 2012 6:1,4,5 31:9,10 36:12 112:6 136:18 198:9 209:8 2014 11:6 2016 89:11,13 90:1,6,11 171:14,24 183:14 189:12 192:20 199:8,11,20 201:10 201:15 214:4,12 252:4 2017 12:9 43:20 56:22 65:18 65:20 71:4 93:8,12 94:4 95:13 97:8 104:15 105:20 123:16 171:16 2018 65:18,20,20 2019 201:22 204:13 2020 27:23,23 28:1 38:23 81:2,3,7,11,12 2021 81:3 2022 1:18 4:3 21 1:18 81:5 215 1:23 21st 4:3 22 79:17 25,000 58:9 2nd 43:20
<hr/> Z <hr/>		<hr/> 3 <hr/>
zero 161:14 ZIP 79:18 zoom 1:12 4:4 63:24 95:5 172:13 zoomed 95:9		3:34 184:19 3:41 184:23 30 1:16,22 141:5 300 2:5 356 84:2,4 365 25:5 26:21
<hr/> 0 <hr/>	<hr/> 2 <hr/>	<hr/> 4 <hr/>
02728 4:8	2:19-CV-02728-MSG 1:2 2:36 146:24 2:40 147:3 20 74:21 81:5 141:4 20-odd 139:7 20-plus-odd 139:3 20-year 21:16	4,000,000 60:23 4:52 232:20 400 154:8 400,000 59:4 60:23 40th 215:11
<hr/> 1 <hr/>		
1,000 36:20 82:13,13 154:5,7		

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1091

PATRICIA WEISER

302

450,000 59:4

46 172:10

49 8:9

5

5 3:7 7:13 102:3

5,000 36:20

5:00 232:24

5:31 255:4

5:34 255:8

5:42 260:24 261:5

500 153:24

500-square 111:1

51 8:10

564-1233 1:23

59 95:9

5th 233:16

6

7

7 22:14

8

8th 2:4

9

900 2:4

90s 6:11 17:11

96 17:12

98 17:12,12,12,12,12,20

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1092

Case 2:19-cv-02728-KSM Document 171-6 Filed 08/23/22 Page 1 of 26

EXHIBIT “C”

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

<u>THE WEISER LAW FIRM, P.C., and</u>	:	
<u>ROBERT B. WEISER, ESQUIRE</u>	:	CIVIL ACTION
	:	
v.	:	NO.: 2:19-CV-02728- KSM
	:	
<u>MICHAEL HARTLEIB</u>	:	
	:	

**DEFENDANT, REQUEST FOR ADMISSIONS, INTERROGATORIES AND, REQUEST
FOR PRODUCTION OF DOCUMENTS TO BE DIRECTED TO PLAINTIFFS THE
WEISER LAW FIRM, P.C. AND ROBERT B. WEISER, ESQUIRE**

Pursuant to Federal Rules of Civil Procedure 33, 34 and 36, Defendant Michael Hartleib, by his undersigned attorneys, Goldberg, Miller & Rubin P.C., hereby serve the following Requests for Admissions, Interrogatories, and Request for Production of Documents (collectively, “Requests”) upon Plaintiffs The Weiser Law Firm, P.C. (the “Law Firm”) and Robert L. Weiser, Esquire (“Weiser”).

DEFINITIONS

1. “Communications” shall mean any written or oral transmission of fact, information or opinion, including any utterance, notation or statement of any nature whatsoever and including, but not limited to, documents maintained in hard copy, electronically or otherwise, as well as written, oral and/or electronic correspondence as defined herein.

2. “Complaint” shall mean the Complaint filed by Plaintiffs in the United States District Court for the Eastern District of Pennsylvania, currently pending, captioned *The Weiser Law Firm et al v. Hartleib*, Civil Action No. 2:19-CV-02728-MSG-KSM, as well as, with respect to any supplemental Requests or supplemental responses to these Requests, any subsequent amended Complaint(s) filed by Plaintiffs, or any of them.

3. “Ross-Williams v. Bennett” or “Ross-Williams” shall mean all proceedings, filings, docket entries, communications and record entries in Kansas trial Court and Court of Appeals in Ross-Williams v. Bennett.

4. “Billing records” shall include all documents used for the billing, tracking, submission, invoicing, and payment for work performed by “Silow” or “you” or “Plaintiffs” as defined below including, bills, invoices, time sheets, time logs, spreadsheets, log notes, billing notes, and communications regarding these topics and documents.

5. “Kansas Courts” shall collectively mean the Kansas trial Court and Court of Appeals.

6. “Declarations” shall mean the declarations referenced as part of the record by the Kansas Courts in Ross-Williams v. Bennett and other similar sworn statements including those submitted in the “several occasions” you employed “Silow” “between 2008 and 2017” as described in paragraph 59 of your Complaint.

7. “Silow” shall mean the Jeffrey M. Silow that performed work on behalf Plaintiffs under the name Alexander Jeffrey Silow in the Sprint litigation referenced in the Complaint.

8. “Plaintiffs” shall mean The Weiser Law Firm and/or Robert Weiser, Esquire and/or any person(s) or entity/ies acting on his/their behalf in past, present or future.

9. “Defendant” or “Hartleib” shall mean Michael Hartleib and/or any other person or entity acting on his behalf in any way, at any time, and for any reason.

10. “You” or “Yours” shall mean the parties to whom these Requests are directed and/or any other person or entity acting on their behalf, including but not limited to their agents, servants, employees, and their respective agents, servants and employees or other person acting for or on his behalf in any capacity.

11. “Document” and “Documents” shall mean any papers, writings, or records of any type or source of authorship in your possession, custody, or control or of which you have knowledge, wherever located, however produced or reproduced, regardless of whether a draft, original or copy, including electronically generated information and electronically stored information. By way of illustration and not limitation, the term “Documents” shall include memoranda of telephone conversations, summaries, drafts, diaries, or other records of personal conversations or interviews and minutes, summaries or other records of meetings, discussions, or conferences; as well as other notes, reports, records, data, databases, memoranda, correspondence, electronic mail, notebooks, Dropbox files and/or documents stored in other web-enabled information/document sharing services, scrapbooks, diaries, minutes, financial statements, ledgers, videotapes, magnetic tape or other sounds recordings, CDs, DVDs, telegrams, photographs, drawings, plans, studies, manuals, instructions, bids, specifications, graphs, sketches, blueprints, charts, curves, motion picture film, microfilm, computer records, cell phone records including text messages, photographs, photographic negatives, photocopies, photostats, descriptions, purchase orders, agreements, contracts, invoices, bills of lading, published or unpublished speeches, manuscripts or articles, transcripts, affidavits, deposition transcripts, deposition exhibits, hearing transcripts, hearing exhibits, trial transcripts, trial exhibits, printed matter, publications and any other retrievable intelligence, however recorded, memorialized or preserved. This definition includes but is not limited to any electronically stored data on magnetic or optical storage media as an “active” file or files (readily readable by one or more computer applications or forensics software); any “deleted” but recoverable electronic files on said media; any electronic file fragments (files that have been deleted and partially overwritten with new data); and slack (data fragments stored randomly from random

access memory on a hard drive during the normal operation of a computer [RAM slack] or residual data left on the hard drive after new data has overwritten some but not all of previously stored data). Any original or copy containing or having attached thereto and any alterations, notes, comments, or other material not included in each other original or copy shall be deemed a separate Document within the foregoing definition.

12. With respect to these Requests:

- a. “Each” includes the word “every,” and “every” includes the word “each.”
- b. “Any” includes the word “all,” and “all” includes the word “any.”
- c. “And” includes the word “or,” and “or” includes the word “and.”

13. “Refer” or “Relate” or “Regard” shall mean directly or indirectly mentioning or describing, pertaining to, being connected with or reflecting upon a stated subject matter.

14. “Referring to” and/or “Relating to” and/or “Regarding” shall mean directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying or referring or related in any way.

15. “Identify” shall mean when used in reference to:

- a. A natural person—his or her full name and present or last known address.
- b. A company, corporation, association, joint venture, sole proprietorship, form, partnership, or any other business or legal entity not a natural person—its full name now and at the time in question, its principal place of business now and at the time in question, date of incorporation or jurisdictional status, description or type of entity now and at the time in question, date and place of formation, current jurisdictional status, and nature of business activities in which it is engaged or was engaged at the time in question.

- c. A document — its character (e.g. letter, memoranda, report, etc.), its title, date, author, addresses, all distributes, the number of pages, its subject matter, and identification of each person Plaintiff has reason to believe may have knowledge of the contents thereof, its present location, the identification of its custodian, or if any such document was, but is no longer in existence or in your possession or subject to your control, the disposition made of it and the circumstances and date of such disposition, as well as the document retention policy of those previously in control of said document.
 - d. An oral statement or communication:
 - i. the date and place where uttered;
 - ii. the place where received;
 - iii. the substance thereof;
 - iv. the means or medium employed for transmission thereof; and
 - v. the identification of each person to whom such statement or communication was made, each person who was present when such statement or communication was made, and each person who was present when such statement was received.
 - e. Any other thing—a description with sufficient particularity that such thing may thereafter be specified and recognized as such.
16. “Litigation” shall mean the legal action initiated by the Complaint.
17. “Cases” shall mean legal actions filed in state or federal court.

INSTRUCTIONS

1. Each of the Requests and Interrogatories shall be deemed continuing so as to require, in accordance with the Federal Rules of Civil Procedure, the additional production of information if it is discovered subsequent to the date of your response hereto.

2. If any of the Requests is deemed to call for disclosure of proprietary non-privileged information Defendant prepared to receive such information pursuant to an appropriate order or stipulation with respect to confidentiality.

3. If you object to producing a response to any Request or Interrogatory for any reason, state the nature of the objection, the extent to which it applies to the Requests and, to the extent that the objection does not apply, provide the requested information.

4. To the extent precise and complete information cannot be furnished, such information shall be supplied as is available. Where firsthand knowledge is not available, you should respond to the best of your information and belief, and any such response should be so described.

5. The fact that your investigation is continuing, or that discovery is not complete, should not be used as an excuse for failing to provide responses that are as full and complete as possible as of the date of response. The omission of any name, fact, date, description or other item of information from the response shall be deemed a representation that such name, fact, date, description or other information was not known to, or in the possession, custody or control of, you or anyone acting on your behalf at the time of service of your response.

6. These Requests are not directed merely to the party whose name appears above, but are meant to include that party's past and present agents, servants, insurers, employers, employees, investigators, attorneys, and others similarly situated to the named party or person, including, but not limited to, directors, trustees, officers or other officials.

7. Whenever any of the Requests seeks information which is not available to you in the form requested, but is available in another form or can be obtained at least in part from other sources in your possession, you should so state and either supply the information requested in the form in which it is available or supply the sources from which the information can be obtained.

8. If any ambiguity in construing either the Requests or a Definition or Instruction relevant to the inquiry contained within the Requests is encountered, you shall identify the matter deemed ambiguous and set forth the construction chosen or used in the response.

9. In answering these Requests, you shall furnish all information available to you at the time of answering including information in the possession of your representatives, agents or attorneys. You shall supplement your answers whenever necessary in accordance with the Federal Rules of Civil Procedure.

10. Each Request shall be answered separately and as completely as possible.

11. If you are unable to answer an Request after you have attempted to obtain the information, answer to the extent possible. State what information you have concerning the unanswered portion, specify why you are unable to answer the remainder, and specify how you attempted to obtain the unknown information.

12. Except as otherwise stated, each Request requests information for the period of 2008 to the present. If any form of privilege or other protection from disclosure is claimed as a ground for withholding responsive information contained in a document, set forth with respect to the document, the date, title, identity of the author (including the individual's title), a brief description of the subject matter (without revealing the information for which privilege is claimed), to whom a communication was directed (including the individual's title), and all facts

or bases on which you claim the privilege. The claim should contain such specificity as to permit the Court to make a full determination of its validity.

13. For each Request:

- a. They are directed to both Plaintiffs.
- b. Identify the person who has answered the Request;
- c. Identify each document relied on, or which forms a basis for the answer, or which corroborates the answer given. Cite the specific pages of each document on which you rely; and
- d. Identify each person who assisted or participated in preparing and/or supplying any of the information given in answer to, or relied upon in preparing answers to, the Request.

REQUEST FOR ADMISSIONS

1. Admit that you held out Silow as "of counsel" at the Weiser Law Firm in Ross-Williams v. Bennett.
2. Admit that you held out Silow as "of counsel" at the Weiser Law Firm in other cases.
3. Admit that the Weiser Law Firm submitted a firm resume that was part of the record in the Ross-Williams v. Bennett case.
4. Admit that the firm resume of the Weiser Law Firm submitted in Ross-Williams v. Bennett listed "Alexander Jeffrey Silow" as being "admitted to practice in Pennsylvania and the District of Columbia".
5. Admit that you submitted this firm resume listing "Alexander Jeffrey Silow" as being "admitted to practice in Pennsylvania and the District of Columbia" in other cases.
6. Admit that the firm resume of the Weiser Law Firm submitted in Ross-Williams v. Bennett contains false information.

7. Admit that prior to January of 2017 you were aware that Silow's actual name was Jeffrey M. Silow or some other iteration such as Jeffrey Silow Jeff M. Silow or Jeff Silow.
8. Admit that you addressed Silow as Jeffrey or Jeff in your communications with him.
9. Admit that prior to January of 2017 you were aware that Silow was not barred in the state of Pennsylvania.
10. Admit that prior to January of 2017 you were aware that Silow was using his son's Pennsylvania bar idea.
11. Admit that you received an email from Jessica Abelson of Abelson Legal Search on June 27, 2008 identifying Silow as Jeffrey Silow, Esq. and attaching his resume.
12. Admit that the attached the resume you received from Abelson Legal Search identifies Silow as Jeffrey Silow, Esq.
13. Admit that the Silow resume you received from Abelson Legal Search does not state that Silow is barred in the state of Pennsylvania.
14. Admit that the Silow resume you received from Abelson Legal Search does state that Silow is barred in the District of Columbia.
15. Admit that at the time you received the Silow resume from Abelson Legal Search in June of 2008, Silow was barred in the District of Columbia.
16. Admit that you were not "defrauded" by Abelson Legal Search as alleged in paragraph 68 your Complaint.
17. Admit that you recruited Monica Ross-Williams to be a plaintiff in the Sprint litigation.
18. Admit that after Hartleib rejected your invitation to resolve the Sprint case you hired an investigator to investigate Hartleib.

19. Admit that you did not communicate to Monica Ross-Williams that you were investigating Hartleib.
20. Admit that the Ross-Williams case was lawyer-driven litigation.
21. Admit that that the trial court's decision to reduce the attorneys' fees in Ross-Williams v. Bennett, 2016 WL 6888094 (Kan.Dist.Ct. Nov. 22, 2016) occurred before the Kansas Courts were made aware of Silow's actual identity and bar status.
22. Admit that you submitted declarations to the Kansas trial court in support of the attorneys' fees requested in Ross-Williams v. Bennett.
23. Admit that submitted declarations to the Court of Appeals of Kansas in support of the attorneys' fees requested in Ross-Williams v. Bennett.
24. Admit that Silow submitted declarations to the Kansas trial court in support of the attorneys' fees requested in Ross-Williams v. Bennett within the scope of his employment with you.
25. Admit that Silow submitted declarations to the Court of Appeals of Kansas in support of the attorneys' fees requested in Ross-Williams v. Bennett within the scope of his employment with you.
26. Admit that Silow made false statements in his declarations in Ross-Williams v. Bennett case within the scope of his employment with you.
27. Admit that you reviewed Silow's billing records before requesting the attorneys' fees in the proposed settlement in Ross-Williams v. Bennett.
28. Admit that you have no work product for the work performed by Silow in Ross-Williams v. Bennett.

29. Admit that you approved Silow's billing records and/or entries before requesting the attorneys' fees in the proposed settlement in Ross-Williams v. Bennett.
30. Admit that, regardless of your knowledge or intent at the time, you made false statements in your declarations in Ross-Williams v. Bennett.
31. Admit that, regardless of your knowledge or intent at the time, you made false statements in your motions and briefs in Ross-Williams v. Bennett.
32. Admit that prior to March 6, 2017, you never informed Monica Ross-Williams that you employed a disbarred to perform thousands of hours of work in her case Ross-Williams v. Bennett.
33. Admit that Defendant did not publish the Wall Street Journal article referenced in your Complaint.
34. Admit that you have no factual basis for your allegation that Mr. Hartleib wrote the April 25, 2017 letter referenced attached as Exhibit 17 in your Complaint.
35. Admit that the trial court in Ross-Williams v. Bennett made factual finding that your billing records were not accurate or credible.
36. Admit that billing for illusory work (i.e. work that was not actually performed) by submitting bills that are not accurate or credible would constitute a criminal act.
37. Admit that billing for illusory work (i.e. work that was not actually performed) by submitting bills that are not accurate or credible utilizing a disbarred attorney and getting caught would be embarrassing.
38. Admit that there is a basis to call an organized entity billing for illusory work (i.e. work that was not actually performed) by submitting bills that are not accurate or credible utilizing a disbarred attorney a criminal enterprise.

39. Admit that there is a basis to call billing for illusory work (i.e. work that was not actually performed) by submitting bills that are not accurate or credible utilizing a disbarred attorney chicanery.
40. Admit that there is a basis to call billing for illusory work (i.e. work that was not actually performed) by submitting bills that are not accurate or credible utilizing a disbarred attorney corrupt.
41. Admit that there is a basis to call billing for illusory work (i.e. work that was not actually performed) by submitting bills that are not accurate or credible utilizing a disbarred attorney fraud.
42. Admit that there is a basis to call billing for illusory work (i.e. work that was not actually performed) by submitting bills that are not accurate or credible utilizing a disbarred attorney and submitting those bills in court threatens “the integrity of the judicial system...”.
43. Admit that there is a basis to call billing for illusory work (i.e. work that was not actually performed) by submitting bills that are not accurate or credible utilizing a disbarred attorney and submitting those bills in court “fraudulent acts and a bastardization [sic] of the judicial process”.
44. Admit that there was basis to say you had “little credibility” because the Kansas trial court in Ross-Williams v. Bennett held that the billing records you submitted were not “remotely accurate or credible.”
45. Admit that there was a basis to state you needed to consult with an ethics attorney as the Court of Appeals for raised the below referenced ethical concerns.

Although we will yield to the disciplinary authorities in the Commonwealth of Pennsylvania—or elsewhere—to sort out what the attorneys representing the plaintiffs in

these derivative actions knew or should have known about the status of Jeffrey Silow's license to practice law, we find the information provided by Weiser to be very troubling.

Ross-Williams v. Bennett, 55 Kan. App. 2d 524, 543, 419 P.3d 608, 623-24 (2018).

46. Admit that there is a basis to refer to Wall Street Journal article referenced in your Complaint an “embarrassment to the bar!”
47. Admit that based on the opinions of the Kansas Courts, the discovery of Silow’s true identity, and the Wall Street Journal article, there was a basis to say your “ill-advised actions” were “making the Weiser Firm radioactive.”
48. Admit that the Court of Appeals of Kansas directly questioned the credibility of your representations that you were not aware of Silow’s true identity and bar status in the below quotation.

Interestingly, although the résumé of the Weiser Law Firm—which is part of the record on appeal—listed "Alexander Jeffrey Silow" as being "admitted to practice in Pennsylvania and the District of Columbia," Silow's résumé—which was attached to Weiser's letter—listed his name as "Jeffrey Silow" and did not state that he was a member of the Pennsylvania bar. Instead, Silow's résumé only listed the District of Columbia under the heading "Bar Admissions." In a footnote to his letters, Weiser stated that "it appears as though Mr. Silow has also been suspended from the practice of law by the District of Columbia." We note that the District of Columbia subsequently disbarred Silow from the practice of law on December 21, 2017. *In re Jeffrey M. Silow*, 175 A.3d 88 (D.C. 2017).

Weiser evidently continues to believe that Silow actually performed the work reported in the billing records submitted to the district court. Nevertheless, Weiser recognized in his letter "that Mr. Silow had been held out as an active attorney, and that Mr. Silow's declaration, signed under penalty of perjury, states, *inter alia*, that he is a licensed attorney in good standing that had never been the subject of any disciplinary action." Hence, Weiser acknowledges that Silow's "declaration is therefore false in material respects," and as a result, the Weiser Law Firm—which served as the lead counsel in this derivative action—"will not be participating in any recovery that may result from the pending Cross-Appeal."

Although we will yield to the disciplinary authorities in the Commonwealth of Pennsylvania—or elsewhere—to sort out what the attorneys representing the plaintiffs in these derivative actions knew or should have known about the status of Jeffrey Silow's license to practice law, we find the information provided by Weiser to be very troubling.

Ross-Williams v. Bennett, 55 Kan. App. 2d 524, 543, 419 P.3d 608, 623-24 (2018)

49. Admit that based on the above citation in paragraph 48, there was a basis to state you were “attempt[ing] to obfuscate your chicanery” in the Ross-Williams v. Bennett matter.
50. Admit that based on the above citation in paragraph 48, there was a basis to state your representations to the Court of Appeals of Kansas “were disingenuous at best” in the Ross-Williams v. Bennett matter.
51. Admit that based on the findings of the trial court in the Ross-Williams v. Bennett , including the quotation below, there was a basis to state you were “not serving [Ross-Williams’] interest as a Sprint Shareholder.

The results obtained in the Settlement are not commensurate with the fee requested. An unjustifiably high fee award with respect to the minimal relief obtained abuses the trust of the shareholders. Furthermore, the billing records reviewed by the Court paint a troublesome portrait of exploiting Sprint’s missteps for a substantial reward for counsel, and minimal relief to Sprint and its shareholders that suffered.

Ross-Williams v. Bennett, 2016 WL 6888094 (Kan.Dist.Ct. Nov. 22, 2016)

52. Admit that you “really should have been more diligent” when reviewing the bills and credentials of Silow. *See paragraph 56 of your Complaint.*
53. Admit that you provided the billing records of the Weiser Law Firm to the trial court for *in camera* review in Ross-Williams v. Bennett.
54. Admit that the billing records you provided for *in camera* review in Ross-Williams v. Bennett included the billing records of Silow.
55. Admit that trial court in Ross-Williams v. Bennett stated “The Court does not find that Mr. Silow’s billing records are remotely accurate or credible.”
56. Admit that trial court in Ross-Williams v. Bennett found that the billing records you provided to it were not “remotely accurate or credible.”

57. Admit that the that the billing records you provided for *in camera* review in Ross-Williams v. Bennett are representations of work performed by “you” as defined above.
58. Admit that trial court in Ross-Williams v. Bennett found that representations you made to it were not “remotely accurate or credible”.
59. Admit that the Court of Appeals of Kansas found that “a review of the record reveals that the findings made by the district court are supported by substantial competent evidence.” Ross-Williams v. Bennett, 55 Kan. App. 2d 524, 563, 419 P.3d 608, 635 (2018).
60. Admit that the Court of Appeals of Kansas agreed that the billing records you submitted were not remotely accurate or credible.
61. Admit that you did not disclose the findings or the opinions of the trial court or Court of Appeals of Kansas in Ross-Williams v. Bennett to the United States District Court for the Northern District of Georgia *In re Equifax, Inc. Derivative Litigation*, No. 1:18-cv-00317-TWT.
62. Admit that you did not disclose the findings or the opinions of the trial court or Court of Appeals of Kansas in Ross-Williams v. Bennett to the United States District Court for the District of Minnesota in *In re CenturyLink Sales Practices and Securities Litigation*, No. 17-md-2795-MJD-MM.
63. Admit that you did not disclose the findings or the opinions of the trial court or Court of Appeals of Kansas in Ross-Williams v. Bennett to the United States District Court for the Southern District of Ohio in *In re Big Lots, Inc. Shareholder Litigation*, No. 2:12-cv-445.
64. Admit that the holdings of trial court and Court of Appeals of Kansas in Ross-Williams v. Bennett is embarrassing to you.

65. Admit that Ted Frank of the Hamilton Lincoln Law Institute (f/k/a Center for Class Action Fairness) told you he was aware of Silow's true identity and bar status and provided you the opportunity to disclose Silow's true identity and bar status to the court in Ross-Williams v. Bennett.
66. Admit that prior to January of 2017 you were aware that Silow was using his son's identity.
67. Admit that prior to January of 2017 you were aware that Silow was using a false identity.
68. Admit that you have collected/received over a million dollars in attorneys' fees for work performed by Silow over the course of his employment with you.
69. Admit that prior to January of 2017 you had met Silow in person.
70. Admit that prior to January of 2017 you were aware Silow has son named Alex or Alexander who practiced law in Pennsylvania.
71. Admit that Robert Weiser has not sought any medical, psychiatric, or psychological treatment for the harm alleged in paragraph 201 of your Complaint.
72. Admit that you have no documentation evidencing your allegation that Mr. Hartleib proposed a consulting agreement.
73. Admit that your decision not to represent Mr. Hartleib in a Sprint shareholder derivative action was due to his opposition to involving the "Robbins Geller" and/or "Robbins Arroyo" firms referenced in your Complaint.
74. Admit that Monica Ross-Williams was not involved in the Ross-Williams case other being a named plaintiff prior to being contacted by Mr. Hartleib.

Case 2:19-cv-02728-KSM Document 171-6 Filed 08/23/22 Page 18 of 26

75. Admit that after the initial retention and pleadings Monica Ross-Williams was not involved in the Ross-Williams case other being a named plaintiff prior to being contacted by Mr. Hartleib.

INTERROGATORIES

1. Please identify the name, address, and office of Robert Weiser's current primary care physician and the name, address, office and relevant dates of all of Mr. Weiser's primary care physicians over the past ten (10) years.
2. Please identify any prescriptions filled by Robert Weiser as well as the name and address of the pharmacy(ies) used to fill them. Please identify by name and address every pharmacy Robert Weiser has used to fill prescription medication in the past ten (10) years.
3. Please identify the name, address, and office of Robert Weiser's current mental health provider (i.e. psychiatrist, psychologist, counselor, social worker, etc) and the name, address, office and relevant dates of all of Mr. Weiser's mental providers over the past ten (10) years.
4. Identify all contracted, "of counsel", or document review professionals you have employed in the last seven years, the cases they worked on, the dates of employment, and their most recent contact information including address, email, and phone numbers.
5. Identify all cases Silow worked on behalf of Plaintiffs.
6. State the total amount of hours billed by Silow on behalf of Plaintiffs and the total dollar amount billed for all of the work by Silow on behalf of Plaintiffs.
7. Identify all courts notified as referenced in paragraph 64 of your Complaint and produce copies of these notifications.
8. Identify persons or entities who performed the billing audit referenced in paragraph 67 of your Complaint, the scope of the audit, the amount paid by you to have audit performed, and produce any and all communications, documents, and reports related to the audit.

9. Identify the public relations firm referenced in paragraph 84 of your Complaint and provide their contact information.
10. State the basis for your allegation that “[n]early one hundred media outlets picked up and further publicized” the Wall Street Journal article as alleged in paragraph 87 of your Complaint.
11. Identify the persons or entities you hired to investigate Mr. Hartleib and produce the results of the investigation.
12. If you are claiming a loss of income, state the amount you are claiming, and the basis for your calculation.
13. Identify the total amount paid to Monica Ross-Williams as a result of the Sprint Settlement.
14. Identify all software, services, contractors or applications you use for maintaining “billing records” as defined above.
15. Identify all individual(s) who were responsible for or who are currently responsible receivables and/or billing and the storage, maintenance, review, and submission of billing records for the past seven years at the Weiser Law Firm. Please state their job title, describe their responsibilities, and provide dates of employment. If they are no longer employed by you, provide their contact information.
16. Identify all individuals who reviewed and/or approved the billing records of Silow in Ross-Williams and in the “several occasions” you hired him “between 2008 and 2017” as described in paragraph 59 of your Complaint. Please state their job title, describe their responsibilities, and provide dates of employment. If they are no longer employed by you, provide their contact information.

Case 2:19-cv-02728-KSM Document 171-6 Filed 08/23/22 Page 21 of 26

17. Please state your document or electronically stored information retention policies for case files and billing records and produce any documents stating or regarding these policies.
18. Identify all individuals involved in the drafting, review, and approval of the Weiser Law Firm resume submitted in the Ross-Williams case. Please state their job title, describe their responsibilities, and provide dates of employment. If they are no longer employed by you, provide their contact information.

REQUEST FOR PRODUCTION

1. Identify and produce any and all documents that are referenced in, evidence, concern, support, refute, refer or relate to your responses to Defendant's Requests for Admissions and/or Defendant's Interrogatories.
2. Identify and produce any and all documents relied upon in preparing your responses to Defendant's Requests for Admissions or Interrogatories.
3. Identify and produce any and all documents or communications referencing, stating, or indicating that Silow was barred in the state of Pennsylvania.
4. Identify and produce any and all declarations and/or sworn statements by you and/or Silow in Ross-Williams.
5. Identify and produce any and all declarations and/or sworn statements by you and/or Silow in the "several occasions" you employed Silow "between 2008 and 2017" as described in paragraph 59 of your Complaint..
6. Produce the resumes of all contracted attorneys, "of counsel", or document review professionals you have employed in the last seven years.
7. Identify and produce your entire file in the *The Weiser Law Firm, P.C. v. Abelson Legal Search and Jeffrey Mark Silow* including, but not limited to, any and all filings, pleadings, discovery requests and responses, motions, briefs, subpoenaed documents, deposition transcripts, deposition notices, etc. of all parties, include any correspondence not subject to attorney/client privilege.
8. Identify and produce any and all work product, including, but not limited to, notes, emails, memorandums, outlines, motions, briefings, declarations, pleadings, discovery authored by Silow in Ross-Williams.

9. Identify and produce any and all work product including, including, but not limited to, notes, emails, memorandums, outlines, motions, briefings, declarations, pleadings, discovery authored by Silow, in the “several occasions” you hired him “between 2008 and 2017” as described in paragraph 59 of your Complaint.
10. Identify and produce any and all billing records for Silow for the “several occasions” you hired him “between 2008 and 2017” as described in paragraph 59 of your Complaint.
11. Identify and produced any and all communications with Silow.
12. Identify and produce any and all communications with the real Alexander J. Silow barred in Pennsylvania (Jeffrey M. Silow’s son).
13. Identify and produce any and all communications with Abelson Legal Search including, but not limited to, those regarding Silow and/or Mr. Hartleib.
14. Identify and produced any and all internal communications regarding Silow.
15. Identify and produced any and all internal communications regarding Mr. Hartleib.
16. Identify and produce any and all communications with third-parties regarding Silow including, but not limited to, any counsel involved in Ross-Williams, *In re Equifax, Inc. Derivative Litigation*, No. 1:18-cv-00317-TWT, *In re CenturyLink Sales Practices and Securities Litigation*, No. 17-md-2795-MJD-MM, *In re Big Lots, Inc. Shareholder Litigation*, No. 2:12-cv-445, and the Kraft Heinz matters Case No. 1:19-cv-01339 and 1:20-cv-02071.
17. Identify and produce any and all communications with third-parties regarding Mr. Hartleib including, but not limited to, any counsel involved in Ross-Williams, *In re Equifax, Inc. Derivative Litigation*, No. 1:18-cv-00317-TWT, *In re CenturyLink Sales Practices and Securities Litigation*, No. 17-md-2795-MJD-MM, *In re Big Lots, Inc.*

Case 2:19-cv-02728-KSM Document 171-6 Filed 08/23/22 Page 24 of 26

Shareholder Litigation, No. 2:12-cv-445, and the Kraft Heinz matters Case No. 1:19-cv-01339 and 1:20-cv-02071.

18. Identify and produce any and all communications with Monica Ross-Williams regarding the March 2017 contact with Mr. Hartleib and the resulting protective order.
19. Identify and produce any and all communications, contracts, releases, retainer letters, emails, etc. with Monica Ross-Williams regarding Ross-Williams.
20. Identify and produce your state and federal income tax returns for the past seven years.
21. Identify and produce the billing records you submitted for review in Ross-Williams.
22. Identify and produce the billings records in Ross-Williams regardless of whether or not they were submitted for review.
23. Identify and produce any and all documents of Silow's employment with you including expense sheets, resumes, handbooks, policy agreements, checks, paystubs, tax forms, W-9s, W-2s, contracts, engagement letters, retainment letters, or any other document referencing Silow's scope of work with you.
24. Identify and produce the Weiser Law Firm resume submitted in Ross-Williams.
25. Identify and produce the Weiser Law Firm resume submitted during the "several occasions" you employed Silow "between 2008 and 2017".
26. Identify and produce the any and all documentation and communications related to the criminal proceedings against Silow referenced in paragraph 65 of your Complaint.
27. Identify and produce any and all documents regarding the "attorney time" lodestar calculation referenced in paragraph 64 of your Complaint.

Case 2:19-cv-02728-KSM Document 171-6 Filed 08/23/22 Page 25 of 26

28. Identify and produce any and all documents and communications related to your report to the Disciplinary Board of the Supreme Court of Pennsylvania referenced in paragraph 64 of your Complaint.
29. Identify and produce any and all communications with Bruce Murphy regarding Mr. Hartleib, the retainment letter, the decision whether or not to represent Mr. Hartleib the revisions to the retainment letter, and the decision to represent Monica Ross-Williams.
30. Identify and produce any and all documentation evidencing your allegation that Mr. Hartleib proposed a consulting agreement.
31. Identify and produce any and all documents and/or communications that you contend evidences harm to your reputation or loss of business that you associate with statements made by Mr. Hartleib.

GOLDBERG, MILLER & RUBIN P.C.

BY: /s/

Eamon Merrigan, Esquire
Attorney for Defendant

Date: 10/22/20

State Farm Mutual Automobile Insurance Company

Case 2:19-cv-02728-KSM Document 171-6 Filed 08/23/22 Page 26 of 26

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**THE WEISER LAW FIRM, P.C., and
ROBERT B. WEISER, ESQUIRE**

v.

MICHAEL HARTLEIB

:
:
:
:
:
:
:

CIVIL ACTION

NO.: 2:19-CV-02728- KSM

CERTIFICATE OF SERVICE

I, EAMON MERRIGAN, ESQUIRE, do hereby certify that service of a true and correct copy of the foregoing Discovery Requests have been forwarded to all counsel of record via electronic mail.

GOLDBERG, MILLER & RUBIN P.C.

BY: /s/

Eamon Merrigan, Esquire
Attorney for Defendant

DATED: 10/22/20

Case 2:19-cv-02728-KSM Document 171-7 Filed 08/23/22 Page 1 of 15

EXHIBIT “D”

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

THE WEISER LAW FIRM, P.C. et al	:	
	:	
Plaintiffs,	:	CIVIL ACTION
	:	
v.	:	Case No. 2:19-CV-02728-KSM
	:	
MICHAEL HARTLEIB	:	
	:	
Defendant.	:	

**PLAINTIFFS' EXPERT DISCLOSURES
PURSUANT TO RULE 26(a)(2)(B)**

Pursuant to Federal Rule of Civil Procedure 26(a)(2)(B) and the Order of the Court dated March 30, 2022 (requiring counsel for each party to serve “the information referred to in Federal Rule of Civil Procedure 26(a)(2)(B)) by expert report or answer to expert interrogatory no later than July 25, 2022”), Plaintiffs, the Weiser Law Firm, P.C. (the “Firm”) and Robert Weiser, Esquire (“Weiser” or, together with the Firm, “Plaintiffs”), by and through their undersigned counsel, Silverang, Rosenzweig & Haltzman, LLC, hereby provide the following Expert Disclosures (these “Disclosures”) to accompany the expert report of Dr. V. Richard Roeder, Ph.D (the “Roeder Report”), a true and correct copy of which is attached hereto as **Exhibit 1**.

(1) Opinions of Dr. Roeder (*Rule 26(a)(2)(B)(i)*):

Plaintiffs direct Defendant’s attention to the Roeder Report, attached hereto as **Exhibit 1**.

(2) Facts and Documents Considered by Dr. Roeder (*Rule 26(a)(2)(B)(ii-iii)*):

Plaintiffs direct Defendant’s attention to the Roeder Report, attached hereto as **Exhibit 1**.

(3) Dr. Roeder’s Qualifications (*Rule 26(a)(2)(B)(iv)*):

Plaintiffs direct Defendant’s attention to Dr. Roeder’s *curriculum vitae*, attached hereto as **Exhibit 2**.

{01534644;1}

(4) Dr. Roeder's Prior Proffered Expert Testimony (*Rule 26(a)(2)(B)(v)*):

Dr. Roeder has proffered expert testimony in approximately 50 cases (primarily in Delaware, Chester, Montgomery and Philadelphia Counties) over the past four years. This year, Dr. Roeder has testified in, without limitation, the following matters:

Pilchard v. Kain, Delaware County Court of Common Pleas,
No. CV-2019-008755;

Rosko v. Rosko, Delaware County Court of Common Pleas,
Nos. CV-2018-000260 & CV-2017-010649;

Murray v. Matthews, Delaware County Court of Common Pleas,
No. CV-2016-011275; and

Kalnoki v. Kalnoki, Delaware County Court of Common Pleas,
No. CV-2017-005758.

(5) Dr. Roeder's Compensation in this Matter (*Rule 26(a)(2)(B)(vi)*):

Relative to Dr. Roeder's evaluation of Mr. Weiser and preparation of the Roeder Report, Dr. Roeder is due \$2,800.00 as set forth in the invoice attached hereto as **Exhibit 3**. At trial or deposition, Dr. Roeder is to be compensated for his testimony at a base-rate of \$3,500.00 per half day.

Plaintiffs expressly reserve the right to supplement the information provided herein with respect to Dr. Roeder's past trial matters as this information is not available to Plaintiffs as of the time of these disclosures.

**SILVERANG, ROSENZWEIG
& HALTZMAN, LLC**

Dated: July 25, 2022

By: /s/ Philip S. Rosenzweig
Philip S. Rosenzweig, Esquire
Attorney Identification No. 6246
prosenzweig@sanddlawyers.com
Woodlands Center
900 E. 8th Avenue, Suite 300
King of Prussia, PA 19406
(610) 263-0115
Attorneys for Plaintiffs

{01534644;1}

EXHIBIT 1

Expert Report of
Dr. V. Richard Roeder
Dated July 25, 2022

V. RICHARD ROEDER, Ph.D.

PSYCHOLOGIST
PA LICENSE #PS-003327-L
CERTIFIED SCHOOL PSYCHOLOGIST
P.O. BOX 220
WALLINGFORD, PA 19086
Phone: (610) 892-0800

Psychological Evaluation

Name: Robert Weiser

Instruments Utilized:

Date of Birth: 6/05/69

Personality Assessment Inventory

Dates of Interview: 6/06/22, 7/12/22

Age at Evaluation: 53-0 years

Reason for Referral:

Mr. Robert Weiser, age 53, is participating in a Psychological Evaluation upon referral from his attorney, Philip S. Rosenzweig, Esq., who is seeking an evaluation on Mr. Weiser in order to document his client's emotional distress in the matter of Robert Weiser, Esq. et al vs. Michael Hartleib. The diagnosis of "emotional distress" in the form of PTSD requires that the individual must have had exposure to actual or threatened injury; the presence of intrusive symptoms associated with the traumatic event; persistent avoidance of stimuli associated with the traumatic event; negative alterations in cognition and mood; marked alterations in arousal and reactivity; distress causing clinically significant distress or impairment in social, occupational, or other areas of functioning; and symptoms lasting more than one month and are not attributable to any other medical condition. As part of this evaluation, Mr. Weiser had two 90-minute interviews with the evaluator; the evaluator reviewed pleadings in the Robert Weiser, Esq. et al vs. Michael Hartleib matter; and Mr. Weiser completed some psychological testing in the evaluator's office in Media, PA.

Background Information and History:

Mr. Robert Weiser initially appeared for his Psychological Evaluation on June 6, 2022 and indicated that he grew up in Northeast Philadelphia in a home with his mother, father, and brother (now age 51). When Mr. Weiser was age 10, the family moved to Feasterville in Lower Bucks County, and he attended Neshaminy High School graduating in 1987. He then attended Weidner University where he graduated in 1992. He later enrolled at Villanova University Law School where he graduated in 1997. Mr. Weiser reported that he and his spouse had been together since they were 16 and lived together since they were 19. They were married in 1995. They have two children together (ages 18 and 16 years). Ms. Weiser is also an attorney, and they practice law together in a firm that they founded in December 2004. Mr. Weiser reported that the firm was growing and very successful until the "Sprint settlement hearing" in July 2016, and since that time "running the firm has been a struggle" due to ongoing interference, financial loss, and professional and public disparagement from Mr. Michael Hartleib.

Mr. Weiser did not report having any history of substance use or mental health problems or treatment. He reported that medically, he had bicuspid aortic valve disease that was diagnosed nine years ago. He reported that he will eventually have to have a valve replacement. Mr. Weiser also reported that he had compressed vertebra numbers 2 and 3 and that he occasionally had migraine headaches requiring that he take medication as prescribed. He reported that he practiced yoga three or four times a week and would run 25 miles a week. Mr. Weiser did not report having any history of arrests or legal problems.

Mr. Weiser indicated that prior to coming to this evaluator's office on Monday for an initial interview, he had spent much of the prior weekend ruminating about Mr. Hartleib. Anticipating this evaluation had triggered recurrent disturbing thoughts about the financial, personal, and psychological injuries that had occurred to him due to the actions of Mr. Hartleib since 2016. Mr. Weiser indicated that he apparently had engendered animosity in Mr. Hartleib by declining to represent him in the Sprint litigation. Mr. Hartleib had sought a consulting contract with Mr. Weiser which Mr. Weiser declined, resulting in Mr. Hartleib allegedly threatening him. Mr. Weiser indicated that after Mr. Hartleib's appeals were exhausted in the Sprint matter, he filed a lawsuit against him. Mr. Weiser indicated that by November 2016 he was constantly ruminating about what Mr. Hartleib was doing to potentially discredit him and destroy his business, and he reported having constant sleep problems which have persisted until this time. At one point, Mr. Weiser indicated that he spent perhaps 90% of his work time ruminating and worrying about what Mr. Hartleib was going to do to damage his reputation and business. Mr. Weiser told the evaluator, "I have a constant fear of losing it all", which he related to his business losses since harassment commenced from Mr. Hartleib, as well as potential loss of personal and professional respect and credibility, and the stress it has caused his family.

Mr. Weiser did not report having any significant mental health symptoms prior to experiencing the threat posed by Mr. Hartleib in 2016. Regarding therapeutic intervention, Mr. Weiser indicated that he did discuss several of his worries and concerns with his religious leader but continued to attempt to manage his mental health problems with running and yoga. He also (like many other individuals) believed that the symptoms would decrease and disappear over time. Mr. Weiser indicated to the evaluator (referring to the actions of Mr. Hartleib), "I had no idea that 2016 would be just the beginning of a multi-year problem." Mr. Weiser continues to worry that his personal and professional reputation have been severely (if not permanently) damaged by statements or allegations made by Mr. Hartleib (including an article about him in the Wall Street Journal instigated by Mr. Hartleib). In addition to describing symptoms of ruminations and sleep disturbance, Mr. Weiser also indicated symptoms of anhedonia (loss of interest in previously enjoyed activities). In regard to anhedonia, Mr. Weiser indicated that he did not enjoy social contact and social activities as he once did and began to avoid contact with people personally and professionally out of fear that they might believe negative allegations that had been made about him. These negative alterations in cognition and mood are consistent with a diagnosis of PTSD.

During this evaluation, Mr. Weiser was alert, oriented, attentive, cooperative, and participatory with the interview and testing, and indicated that he had never previously

participated in any clinical psychological testing. Mr. Weiser displayed a normal range of affect with occasional mild symptoms of anxiety or negativity. He had likely Above Average Range cognitive/intellectual functioning (although this was not formally assessed). Although he occasionally appeared mildly anxious, irritated, or annoyed regarding his current situation, there were no indications of a significant mood or thought disorder, nor any homicidal or suicidal ideation. Mr. Weiser gave no evidence of any memory problems or other neurological dysfunction. He had a normal flow of speech, and his thoughts appeared to be coherent, logical, and goal directed. His ideas followed each other in a comprehensible manner. Mr. Weiser is obviously a very proud man who does not wish to appear "weak", symptomatic, or in need of emotional care and concern. He would mention certain experiences or symptoms in conversation but when questioned about those symptoms specifically by the evaluator would then minimize them.

Mr. Weiser was asked to respond to the items on the Personality Assessment Inventory, which is a self-descriptive objective test of personality and psychopathology designed to provide information on critical client variables. The PAI consists of four validity scales, 11 clinical scales covering major categories of pathology corresponding to the DSM-V, five treatment scales measuring constructs related to treatment and case management, and two interpersonal scales. On the PAI validity scales, Mr. Weiser produced a pattern of responses suggesting difficulty in acknowledging negative or unpleasant aspects of himself or his experiences. The results may underrepresent the extent and degree of any significant findings in certain areas (including PTSD) due to Mr. Weiser's difficulties in acknowledging negative or unpleasant aspects of himself.

On the PAI, Mr. Weiser did describe problems of greater intensity than is typical of defensive respondents including frequent routine physical complaints; physical signs of depression; unhappiness; and distrust. However, despite his defensiveness, Mr. Weiser did endorse statements indicating "I've been troubled by memories of a bad experience for a long time" and "Since I had a very bad experience, I am no longer interested in some things that I used to enjoy." He also responded "false" to the statement, "I have no trouble falling asleep." All of these symptoms and behaviors are consistent with a diagnosis of PTSD.

Mr. Weiser's self-concept appears to involve a reasonably stable and positive self-evaluation that may be occasionally punctuated by periods of self-doubt or pessimism. He describes approaching life with a clear sense of purpose and distinct convictions. He is probably quite uncomfortable about the prospects of appearing weak, submissive, or passive. Therefore, it is likely that he was unable to endorse many of the problems or symptoms on this Inventory suggesting that the significance of the PTSD symptoms that he did endorse are of even greater importance.

Conclusions and Recommendations:

Mr. Robert Weiser, age 53, was referred for a Psychological Evaluation to document his emotional distress resulting from actions taken against Mr. Weiser in the matter of Robert Weiser, Esquire et al vs. Michael Hartleib by his attorney, Philip S. Rosenzweig, Esq. Mr. Weiser believes that threats, disparaging comments, and other

actions by Mr. Michael Hartleib commencing in 2016 have led to significant damage to his personal and professional reputation as well as significant financial loss to his law firm. In addition, Mr. Weiser has suffered emotionally from the actions of Mr. Hartleib in the form of anxiety, stress, worries, fears, anhedonia, ruminations, and sleep problems. Mr. Weiser appears to meet the DSM-5 Diagnostic Criteria for PTSD including experiencing a traumatic event that led to significant loss and intrusive distressing memories with intense psychological distress in response to exposure to symbols or cues of that traumatic event, hypervigilance and increased arousal, avoidance of external reminders, sleep disturbance, anhedonia, and disturbance in his social functioning with fears that the trauma might reoccur.

Mr. Weiser is a proud man who wishes to appear strong and vigorous, and the interview and testing indicates that he is quite uncomfortable about the prospects of appearing weak, submissive, or passive. He is highly resistant to the idea of having a mental health diagnosis or endorsing mental health symptoms in interviews or on testing. However, during conversation, Mr. Weiser acknowledged numerous symptoms of PTSD including ongoing sleep problems since 2016 which had not existed prior to his interactions with Mr. Hartleib. These symptoms include some withdrawal from social relationships and activities (anhedonia), recurrent thoughts and fears of the trauma occurring again, and ruminations and recurring thoughts about the trauma precipitated by symbols or comments that he associates with the trauma. On the Personality Assessment Inventory, Mr. Weiser did acknowledge that he has difficulty falling asleep, is troubled by memories of a bad experience for a long time, and after having a bad experience is no longer interested in some things that he used to enjoy, which are all consistent with a PTSD diagnosis.

Mr. Weiser's personality style has made it difficult for him to acknowledge his emotional problems and the need for help in with those problems. He reported that he has sought counseling from his religious leader but did not pursue professional counseling believing that the clue problems and other symptoms would resolve themselves. Mr. Weiser might benefit from having a few sessions of "Mindfulness Counseling" as he appears to be quite interested in the mind-body connection in regard to health and healing. A Mindfulness therapist that incorporates yoga and other mind-body techniques in their therapy would likely be a good fit for Mr. Weiser. Mr. Weiser does appear to be the victim of actions leading to severe and prolonged emotional distress in the form of PTSD.

DIAGNOSIS (DSM-V):

AXIS I: F43.10 Post Traumatic Stress Disorder
AXIS II: None
AXIS III: History of bicuspid aortic valve disease
AXIS IV: Loss of income and assets
AXIS V: GAF: 062

dic.: 7/25/22

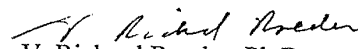

V. Richard Roeder, Ph.D.
PA Licensed Psychologist
Certified School Psychologist

EXHIBIT 2

***Curriculum Vitae of
Dr. V. Richard Roeder***

CURRICULUM VITAE

V. Richard Roeder, Ph.D.
Pennsylvania Licensed Psychologist
PA & NJ Certified School Psychologist

P. O. Box 220
Wallingford, PA 19086
(610) 892-0800

EDUCATIONAL BACKGROUND:

TEMPLE UNIVERSITY: May, 1996: - Ph.D. Psychology
May, 1993: - M.Ed. School Psychology
June, 1974: - M.A. Community Psychology

MUHLENBERG COLLEGE: June, 1971: - B. A. Psychology

PROFESSIONAL EXPERTISE

PSYCHODIAGNOSTIC EVALUATION AND EXPERT TESTIMONY

Psychodiagnostic evaluations of adults, children, and adolescents for program referral, diagnosis, court dispositions, and educational referral. Tests used include projectives, intellectual measurements, personality inventories, and some psycho-neurological assessment instruments. Substance use evaluation and treatment in forensic and non-forensic cases, including hair testing for alcohol and drugs. Evaluation of child abuse victims and perpetrators. Testimony in court on child abuse, child custody, substance abuse and criminal cases.

CLINICAL TREATMENT

Family Therapy

Treatment of children, adolescents, and adults within the context of their families using structural, contextual, and strategic family therapy interventions. Evaluations of families for custody and child protection and placement decisions by the courts. Treatment of couple's relationship problems involving physical abuse, lack of communication skills, and substance use, using the aforementioned modalities.

Individual Therapy

Treatment of adult clients with thought, affective and adjustment disorders utilizing contextual, behavioral, and cognitive techniques. Evaluation and treatment of adult clients referred by business and industry with substance use problems and stress disorders. Treatment of clients with post-traumatic stress disorder, chronic pain, and injury related stress.

Group Therapy

Treatment of older adults, latency age children, and adolescents in group settings. These groups use networking, trust building, and socialization; skills enhancement as well as insight oriented techniques. Utilization of peer group role models. Utilization of community resources to enhance the clients' support system.

ADMINISTRATION

Coordination of services to adults and children in an outpatient mental health setting. Development of goals and objectives for service delivery. Program development and case management. Development of an annual budget for cost of service delivery in an adult and children's acute services department of an outpatient mental health clinic.

CLINICAL SUPERVISION

Supervision of eight graduate level psychologist and social workers in the delivery of clinical services in an outpatient mental health clinic. Supervision and training of graduate students in family therapy in this setting. Development of standards and guidelines for the delivery of therapeutic services by a clinical staff of eight graduate level therapists and four graduate students.

CRISIS INTERVENTION

Emergency evaluation and assessment of clients seen in a large hospital emergency room as well as at an outpatient clinic. Client problems include acute psychiatric emergencies involving psychotic, homicidal, and suicidal behavior, drug and alcohol use; and severe interpersonal problems. Functioned as a County Mental Health Delegate with familiarity with psychiatric admission and commitment regulations.

CONSULTATION AND EDUCATION

Development of new programs in community consultation and education for church groups, foster parents groups, nursing homes, police officers, and public access cable television. Training of volunteers in working with mental health clients within the clinic and in the community. Preparation of articles on mental health problems for local newspapers.

EMPLOYMENT BACKGROUND

PRIVATE PRACTICE IN PSYCHOLOGY – 1980 to present

Evaluation and treatment of individuals, couples and families (both self and court referred); including psychotherapy, counseling, child custody issues, psychological testing, fitness for civil employment, forensic drug and alcohol use assessment, and hair testing for drugs of misuse and alcohol level. Co-parent counseling provided to separated and divorced parents.

CHILDREN'S CRISIS TREATMENT CENTER: September 1998 – January 2016

Consultant

Evaluation of traumatized and emotionally disturbed children for Behavioral Health Rehabilitative Services in the community and schools at a state-licensed non-profit mental health agency in Philadelphia. Evaluation of traumatized and emotionally disturbed pre-school and school-aged children for a therapeutic day treatment program.

BEHAVIORAL ANALYSIS & THERAPY PARTNERS: April 2007 – May 2010

Consultant

Evaluation of children with ADHD, emotional problems, and/or Autistic Spectrum Disorder diagnoses for Behavioral Health Rehabilitative Services at a state-licensed non-profit mental health agency in Montgomery County.

DELAWARE COUNTY CHILDREN & YOUTH SERVICES: June 1984 – May 1999.

Consultant

Evaluation of clients of this child welfare agency through psychological testing and family evaluations for purposes of placement, adjudication, and case planning. Expert testimony in court as needed in cases of physical, emotional and sexual abuse of children.

WIVES SELF-HELP FOUNDATION, INC.: March 1986 – December 1995

Clinical Director

Administration and supervision of a staff of eight graduate level professionals treating clients in a state licensed non-profit mental health agency. Responsible for program development and implementation of training for peer counselors for police and fire departments as well as community and school counseling. This agency also operates the Philadelphia Police and Fire Counseling service. Clients treated included individuals (children and adults), couples, and families. This position also included supervision of graduate students.

CROZER-CHESTER MENTAL HEALTH CENTER: October 1974 – February 1988

Emergency Room Crisis Counselor (part-time)

Evaluation and disposition of clients presenting to the hospital emergency room with acute psychiatric, substance abuse, housing and interpersonal problems. Functioned as a County Mental Health Delegate for psychiatric commitments.

MEDIA CHILD GUIDANCE RESOURCE CENTER: August 1976 – February 1985

Chief Psychologist/Coordinator of Acute Services

Served as staff psychologist with children and adults, providing family and individual therapy from 1976 through 1982. Served as Chief Psychologist and Coordinator of Acute Services (administering services for all clients never psychiatrically hospitalized) from 1982 through 1985. Provided staff and student supervision, administration and development of programs, psychodiagnostic evaluations, case assignment, and therapy to clients.

PROFESSIONAL AFFILIATIONS:

American Psychological Association
Pennsylvania Psychological Association
Association of Family and Conciliation Courts – Life member
Southeast Pennsylvania Association of Custody Evaluators

PUBLICATIONS AND PRESENTATIONS:

“The Dumbing of Special Education” (with Irwin Hyman), *Education Week*, May, 1993

“Substance Abuse Evaluation, Testing and Monitoring in Custody Cases”, in “*The Intersection of Legal and Mental Health Issues in Custody Cases*”, Pennsylvania Bar Institute, 2014

“Risk of Harm and Beyond”, Family Law Institute, April 2022

Background Summary

Dr. Roeder has been providing evaluation and treatment for children, adults and families in Delaware County for over 40 years. He has been licensed as a psychologist in the Commonwealth of Pennsylvania since 1980 and holds a B.A. in Psychology from Muhlenberg College and an M.A., M.Ed. and Ph.D. from Temple University in various fields of Psychology. Dr. Roeder has performed over 8,000 evaluations, including over 2,000 psychological and substance abuse evaluations for court cases, as well as over 400 child custody evaluations. He has been performing substance abuse testing, particularly hair testing for attorneys and the courts, for the past 20 years. Dr. Roeder has testified in over 1,000 court hearings in Delaware, Philadelphia, Montgomery and Chester counties. He has addressed the Delaware County and Montgomery County Family Division of the Bar Association on topics such as child custody evaluations, psychological testing in the context of child custody evaluations and presented to hair testing for illegal drugs. He has previously presented on drug and alcohol testing for the Pennsylvania Bar Institute. A life member of the Association of Family and Conciliation Courts, Dr. Roeder is a member of the American and Pennsylvania Psychological Associations and the Southeast Pennsylvania Association of Custody Colleagues.

EXHIBIT 3

Invoice of Dr. V. Richard Roeder
Dated July 25, 2022

V. RICHARD ROEDER, Ph.D.

PSYCHOLOGIST
PA LICENSE #PS-003327-L
CERTIFIED SCHOOL PSYCHOLOGIST
P.O. BOX 220
WALLINGFORD, PA 19086
Phone: (610) 892-0800

S.S. (Tax I.D.) # [REDACTED]

Invoice for Service for Weiser et. al. vs. Hartlieb – 7/25/22

Review of pleadings - 2 hours @ \$350.00/hr.	\$700.00
Interviews with Mr. Weiser - 3 hours @ \$350.00/hr.	\$1050.00
Preparation/revision of Psychological Evaluation -3 hours @ \$350.00/hr.	<u>\$1050.00</u>

Total due \$2800.00



V. Richard Roeder, Ph.D.

Case 2:19-cv-02728-KSM Document 171-8 Filed 08/23/22 Page 1 of 50

EXHIBIT “E”

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**THE WEISER LAW FIRM, P.C., and
ROBERT B. WEISER, ESQUIRE**

v.

MICHAEL HARTLEIB

CIVIL ACTION

NO.: 2:19-CV-02728- KSM

**PLAINTIFFS' RESPONSES AND OBJECTIONS
TO DEFENDANT'S REQUESTS FOR ADMISSIONS AND INTERROGATORIES**

Plaintiffs The Weiser Law Firm, P.C. (the "Law Firm") and Robert B. Weiser, Esq. ("Weiser," or together with the Law Firm, "Plaintiffs"), by their undersigned attorneys, Silverang, Rosenzweig & Haltzman LLC, hereby submit their Responses to Defendant's Requests for Admissions and Interrogatories (collectively the "Requests") of Defendant Michael Hartleib ("Hartleib" or "Defendant").

PRELIMINARY STATEMENT

Plaintiffs make these Responses (hereinafter, each a "Response," and together, "Responses") to the Requests without waiving or intending to waive and, on the contrary, are intended reserve:

1. All questions as to authenticity, competence, relevance, materiality, privilege and inadmissibility of evidence for any purpose in any proceeding or trial of this or any other action or case;

2. The right to object to the use of any of the documents or other tangible things identified or produced herein for any purpose in any proceeding or trial of this or any other action or case;

3. The right to object on any ground at any time to a demand for further Response to this or any other set of requests for admission, interrogatory, request for production or discovery request, for production or discovery procedures, involving or relating to the subject matter of these Requests;

4. The right to further supplement, clarify, correct and/or amend these Responses based on the discovery of additional information or documents; and

5. Plaintiffs' attorney-client privilege, attorney "work product" protections and/or any other applicable privilege/s and, accordingly, any inadvertent production of any privileged or protected information or document shall not constitute a waiver of such privilege and/or protection.

GENERAL OBJECTIONS AND CONDITIONS

Plaintiffs make and incorporate into each of their specific Responses the following General Objections and Conditions. These General Objections and Conditions are set forth here to avoid the unnecessary repetition of restating them in each individual Response. Failure to incorporate an objection, however, shall not be construed as waiver of it with respect to any of the Requests.

1. Plaintiffs object to each of the Requests to the extent it seeks information that is subject to the attorney/client privilege, attorney/work product doctrine, or any other applicable privilege.

2. Plaintiffs object to each of the Requests to the extent it seeks information or materials which reflect trade secrets, confidential, commercial or business information, or information subject to other applicable privileges, including attorney/client and accountant/client privileges.

3. Plaintiffs object to each of the Requests to the extent that it seeks confidential or proprietary information in documents protected from disclosure by law, court order or agreement respecting confidentiality or nondisclosure.

4. Plaintiffs object to each of the Requests to the extent that it seeks information and/or documents which were prepared, generated or received in anticipation of or after the commencement of this litigation.

5. Plaintiffs object to each of the Requests to the extent that it seeks information and/or documents that are not within Plaintiffs' possession, custody or control.

6. Plaintiffs object to each of the Requests to the extent that it seeks information that is not relevant to the subject matter of this action or reasonably calculated to lead to the discovery of admissible evidence.

7. Plaintiffs object to each of the Requests to the extent that it is overly broad, unduly burdensome and calls for information not reasonably calculated to lead to the discovery of admissible evidence.

8. Plaintiffs object to each of the Requests to the extent that it seeks information and documents not relevant to the time period during which the events that are of subject matter of this dispute took place, on the grounds that such Request is overly broad, duly burdensome, not relevant to the subject matter of this litigation and not reasonably calculated to lead to the discovery of admissible evidence.

9. Plaintiffs object to each of the Requests to the extent that the information or documents may be derived or ascertained from information or documents available to Defendant or which may be more readily available from a more convenient, less burdensome and less expensive source.

10. Plaintiffs do not waive any objection by agreeing to produce certain information or documents in Response to certain of the Requests subject to objections.

11. Plaintiffs reserve the right to challenge the competency, relevance, materiality and admissibility of, and to object on any grounds to the use of the information and/or documents provided herewith in any proceeding or trial of this or any other action.

12. Plaintiffs reserve the right to supplement these objections.

**PLAINTIFFS' RESPONSES AND OBJECTIONS TO
DEFENDANT'S REQUEST FOR ADMISSIONS**

1. Admit that you held out Silow as "of counsel" at the Weiser Law Firm in Ross-Williams v. Bennett.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request to the extent that it relies upon the undefined term "held out," and on the basis that it seeks information to which Defendant has equal or greater access. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied as stated. By way of further Response, Plaintiffs represented Mr. Silow to have the professional position commensurate with the experience and credentials Mr. Silow claimed to possess at the time, which claims were reinforced by Abelson Legal Search ("Abelson"), the legal search firm that placed Mr. Silow with the Law Firm.

2. Admit that you held out Silow as "of counsel" at the Weiser Law Firm in other cases.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request to the extent that it relies upon the undefined term "held out," on the basis that it seeks information to which Defendant has equal or greater access, and because the information sought is not reasonably calculated to lead to the discovery of admissible evidence relevant to the cause of action. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections,

this Request is denied as stated. By way of further Response, prior to February 2017 Plaintiffs represented Mr. Silow to have the professional position commensurate with the experience and credentials Mr. Silow claimed to possess, which claims were vetted, confirmed and reinforced by Abelson Legal Search (“Abelson”), the legal search firm that placed Mr. Silow with the Law Firm.

3. Admit that the Weiser Law Firm submitted a firm resume that was part of the record in the Ross-Williams v. Bennett case.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs further object to this insofar as “firm resume” is not a defined term in these Requests. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied as stated. Nevertheless, Plaintiffs direct Defendant to the documents produced in response to Defendant’s Request for Production of Documents.

4. Admit that the firm resume of the Weiser Law Firm submitted in Ross-Williams v. Bennett listed “Alexander Jeffrey Silow” as being “admitted to practice in Pennsylvania and the District of Columbia”. [sic]

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs further object to this insofar as “firm resume” is not a defined term in these Requests. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied as stated. By way of further Response, any such document reflects the experience and credentials Mr. Silow claimed to possess at the time, which claims were reinforced by Abelson. Notwithstanding and without waiving the foregoing objections, Plaintiffs direct Defendant to the documents produced in response to Defendant’s Request for Production of Documents.

5. Admit that you submitted this firm resume listing “Alexander Jeffrey Silow” as being “admitted to practice in Pennsylvania and the District of Columbia” in other cases.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs further object to this insofar as “this firm resume” is not a defined term in these Requests. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied.

6. Admit that the firm resume of the Weiser Law Firm submitted in Ross-Williams v. Bennett contains false information.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs further object to this insofar as “firm resume” is not a defined term in these Requests. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, Plaintiffs deny knowingly including any false information on any submissions to the court in the Ross-Williams case. By way of further Response, Plaintiffs direct Defendant to the documents produced in response to Defendant’s Request for Production of Documents, including a firm resume which reflects the experience and credentials Mr. Silow claimed to possess at the time, which claims were reinforced by Abelson.

7. Admit that prior to January of 2017 you were aware that Silow’s actual name was Jeffrey M. Silow or some other iteration such as Jeffrey Silow Jeff M. Silow or Jeff Silow.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied as stated. Plaintiffs further respond that they knew Mr. Silow prior to February 2017 colloquially as “Jeff” or “Jeffrey,” and at some point Mr. Silow purported that his first name was Alexander and his middle name or nickname was Jeffrey.

8. Admit that you addressed Silow as Jeffrey or Jeff in your communications with him.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record, and insofar as it unreasonably fails to contain any temporal constraints. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied as stated. Plaintiffs respond that they knew Mr. Silow prior to February 2017 colloquially as “Jeff” or “Jeffrey,” and at some point Mr. Silow purported that his first name was Alexander and that his middle name and/or preferred nickname was Jeffrey.

9. Admit that prior to January of 2017 you were aware that Silow was not barred in the state of Pennsylvania.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs further object to this insofar as “barred” is not a defined term in these

Requests. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied as stated. Plaintiffs further respond that they believed prior to February 2017 that Mr. Silow earned the bar admissions he claimed to possess with respect to the District of Columbia and the Commonwealth of Pennsylvania, which claims were reinforced by Abelson.

10. Admit that prior to January of 2017 you were aware that Silow was using his son's Pennsylvania bar idea.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs further object to this insofar as "bar idea" is not a defined term in these Requests. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, Plaintiffs deny any knowledge of Mr. Silow's "bar idea."

11. Admit that you received an email from Jessica Abelson of Abelson Legal Search on June 27, 2008 identifying Silow as Jeffrey Silow, Esq. and attaching his resume.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied as stated. Plaintiffs further respond that Jessica Abelson placed Mr. Silow with the Law Firm and that Jessica Abelson introduced Mr. Silow as "Jeff" or "Jeffrey." Plaintiffs direct Defendant to the documents produced in response to Defendant's Request for Production of Documents, as well as the exhibits to the Complaint in this matter.

12. Admit that the attached the resume you received from Abelson Legal Search identifies Silow as Jeffrey Silow, Esq.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs further object to this Request on the basis that this Request is illiterate and cannot be reasonably deciphered. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, and on the basis of the meaning Plaintiffs assume this Request to have, this Request is admitted in part, denied in part. Plaintiffs further respond that Abelson provided the Law Firm with a resume purported to be that of Mr. Silow, which resume identifies him as Jeffrey Silow, Esq. Plaintiffs direct Defendant to the documents produced in response to Defendant's Request for Production of Documents, as well as the exhibits to the Complaint in this matter.

13. Admit that the Silow resume you received from Abelson Legal Search does not state that Silow is barred in the state of Pennsylvania.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is admitted in part, denied in part. Plaintiffs further respond that Abelson provided the Law Firm with a resume purported to be that of Mr. Silow, which resume identifies him as admitted to the bar of the District of Columbia. Plaintiffs direct Defendant to the documents produced in response to Defendant's Request for Production of Documents, as well as the exhibits to the Complaint in this matter.

14. Admit that the Silow resume you received from Abelson Legal Search does state that Silow is barred in the District of Columbia.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied as stated. Plaintiffs respond that Abelson provided the Law Firm with a resume purported to be that of Mr. Silow, which resume identifies Mr. Silow as admitted to the bar of the District of Columbia. Plaintiffs direct Defendant to the documents produced in response to Defendant's Request for Production of Documents, as well as the exhibits to the Complaint in this matter.

15. Admit that at the time you received the Silow resume from Abelson Legal Search in June of 2008, Silow was barred in the District of Columbia.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information which is part of the public record. Plaintiffs further object to this insofar as "barred" is not a defined term in these Requests. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied, insofar as the District of Columbia Office of Disciplinary Counsel – and not Plaintiffs – determines when an attorney is admitted in good standing to the bar of the District of Columbia.

16. Admit that you were not "defrauded" by Abelson Legal Search as alleged in paragraph 68 your Complaint.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied.

17. Admit that you recruited Monica Ross-Williams to be a plaintiff in the Sprint litigation.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this insofar as “recruited” is not a defined term in these Requests. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied.

18. Admit that after Hartleib rejected your invitation to resolve the Sprint case you hired an investigator to investigate Hartleib.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied. Plaintiffs deny that they invited Hartleib “to resolve the Sprint case.” Plaintiffs have hired an investigator however Plaintiffs deny that the investigator was hired “to investigate Hartleib.”

19. Admit that you did not communicate to Monica Ross-Williams that you were investigating Hartleib.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. This Request is denied to the extent that Plaintiffs cannot fully respond to this Request insofar as it seeks disclosure of protected attorney-client communication.

20. Admit that the Ross-Williams case was lawyer-driven litigation.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this insofar as “lawyer-driven litigation” is not a defined term in these Requests. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied.

21. Admit that that the trial court’s decision to reduce the attorneys’ fees in Ross-Williams v. Bennett, 2016 WL 6888094 (Kan. Dist. Ct. Nov. 22, 2016) occurred before the Kansas Courts were made aware of Silow’s actual identity and bar status.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs further object to this insofar as “trial court” is not a defined term in these Requests. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, the trial court’s fee decision referenced in this Request was published

on November 22, 2016, and Plaintiffs admit that November 22, 2016 occurred prior to February 2017.

22. Admit that you submitted declarations to the Kansas trial court in support of the attorneys' fees requested in Ross-Williams v. Bennett.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, Plaintiffs admit that declarations were submitted to the trial court in support of the attorneys' fees requested in Ross-Williams v. Bennett.

23. Admit that submitted declarations to the Court of Appeals of Kansas in support of the attorneys' fees requested in Ross-Williams v. Bennett.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. This Request is illiterate and incomprehensible and is therefore denied.

24. Admit that Silow submitted declarations to the Kansas trial court in support of the attorneys' fees requested in Ross-Williams v. Bennett within the scope of his employment with you.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied insofar as Mr. Silow was not an employee of either of the Plaintiffs, but was rather a contract attorney for the Law Firm.

25. Admit that Silow submitted declarations to the Court of Appeals of Kansas in support of the attorneys' fees requested in Ross-Williams v. Bennett within the scope of his employment with you.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied insofar as Mr. Silow was not an employee of either of the Plaintiffs, but was rather a contract attorney for the Law Firm.

26. Admit that Silow made false statements in his declarations in Ross-Williams v. Bennett case within the scope of his employment with you.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied insofar as Mr. Silow was not an employee of either of the Plaintiffs, but was rather a contract attorney for the Law Firm. By way of further Response, Plaintiffs deny that Mr. Silow submitted more than one declaration before more than one court in Ross-Williams v. Bennett. Plaintiffs specifically deny any knowledge that any statement made by Mr. Silow in his declaration in Ross-Williams v. Bennett case was false at the time it was made. Plaintiffs further respond that the single, subsequently corrected declaration submitted by Mr. Silow in Ross-Williams v. Bennett contained false statements and/or omissions with respect to Mr. Silow's identity, professional legal experience/credentials and disciplinary history, and Plaintiffs were not aware of their falsity when those statements were made by Mr. Silow.

27. Admit that you reviewed Silow's billing records before requesting the attorneys' fees in the proposed settlement in Ross-Williams v. Bennett.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, Plaintiffs admit only that certain members and/or employees of the Law Firm reviewed Mr. Silow's billing records prior to submitting a request for attorneys' fees in Ross-Williams v. Bennett. The remainder of this Request is denied as stated.

28. Admit that you have no work product for the work performed by Silow in Ross-Williams v. Bennett.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs further object to this insofar as "work product" is not a defined term in these Requests. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied. Plaintiffs direct Defendant to the documents produced in response to Defendant's Request for Production of Documents.

29. Admit that you approved Silow's billing records and/or entries before requesting the attorneys' fees in the proposed settlement in Ross-Williams v. Bennett.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, Plaintiffs admit only that certain members and/or employees of the Law Firm reviewed Mr. Silow's billing records prior to making out a request for attorneys' fees in Ross-Williams v. Bennett. By way of further Response, Mr. Silow's billing records were "approved" when he submitted them to the Law Firm on a bi-monthly basis when he was working on projects as a document reviewer. The remainder of this Request is denied.

30. Admit that, regardless of your knowledge or intent at the time, you made false statements in your declarations in Ross-Williams v. Bennett.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied. By way of further Response, and for clarification, with the exception of the declaration of Mr. Silow, neither of the Plaintiffs submitted declarations containing false statements in Ross-Williams v. Bennett. Therefore, as previously stated, this Request is denied.

31. Admit that, regardless of your knowledge or intent at the time, you made false statements in your motions and briefs in Ross-Williams v. Bennett.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Notwithstanding and without waiving the foregoing objections, this Request is denied.

32. Admit that prior to March 6, 2017, you never informed Monica Ross-Williams that you employed a disbarred to perform thousands of hours of work in her case Ross-Williams v. Bennett.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. This Request is illiterate and incomprehensible and is therefore denied.

33. Admit that Defendant did not publish the Wall Street Journal article referenced in your Complaint.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs further object to this insofar as "publish" is not a defined term in these

Requests. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied.

34. Admit that you have no factual basis for your allegation that Mr. Hartleib wrote the April 25, 2017 letter referenced attached as Exhibit 17 in your Complaint.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied.

35. Admit that the trial court in Ross-Williams v. Bennett made factual finding that your billing records were not accurate or credible.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied as stated. Plaintiffs further respond that the trial court in Ross-Williams v. Bennett made a fee award which was less than the fees the Law Firm sought.

36. Admit that billing for illusory work (i.e. work that was not actually performed) by submitting bills that are not accurate or credible would constitute a criminal act.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied as stated. Plaintiffs do not practice criminal law and are without knowledge or information sufficient to form a belief as to the legally correct answer to this theoretical Request.

37. Admit that billing for illusory work (i.e. work that was not actually performed) by submitting bills that are not accurate or credible utilizing a disbarred attorney and getting caught would be embarrassing.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied as stated. Plaintiffs cannot respond to improper conjecture in these Requests and are thus without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation contained in this Request.

Therefore, this Request is denied.

38. Admit that there is a basis to call an organized entity billing for illusory work (i.e. work that was not actually performed) by submitting bills that are not accurate or credible utilizing a disbarred attorney a criminal enterprise.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied.

39. Admit that there is a basis to call billing for illusory work (i.e. work that was not actually performed) by submitting bills that are not accurate or credible utilizing a disbarred attorney chicanery.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Further, this request is illiterate and incomprehensible. Notwithstanding and without waiving the foregoing objections, this Request is denied.

40. Admit that there is a basis to call billing for illusory work (i.e. work that was not actually performed) by submitting bills that are not accurate or credible utilizing a disbarred attorney corrupt.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Further, this request is illiterate and incomprehensible. Notwithstanding and without waiving the foregoing objections, this Request is denied.

41. Admit that there is a basis to call billing for illusory work (i.e. work that was not actually performed) by submitting bills that are not accurate or credible utilizing a disbarred attorney fraud.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Further, this request is illiterate and incomprehensible. Notwithstanding and without waiving the foregoing objections, this Request is denied.

42. Admit that there is a basis to call billing for illusory work (i.e. work that was not actually performed) by submitting bills that are not accurate or credible utilizing a disbarred attorney and submitting those bills in court threatens "the integrity of the judicial system...".

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to

further inquiry and the Response will be altered or supplemented if necessary. This Request is illiterate and incomprehensible. Notwithstanding and without waving the foregoing objections, this Request is denied.

43. Admit that there is a basis to call billing for illusory work (i.e. work that was not actually performed) by submitting bills that are not accurate or credible utilizing a disbarred attorney and submitting those bills in court “fraudulent acts and a bastardization [sic] of the judicial process”.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Further, this request is illiterate and incomprehensible. Notwithstanding and without waiving the foregoing objections, this Request is denied.

44. Admit that there was basis to say you had “little credibility” because the Kansas trial court in Ross-Williams v. Bennett held that the billing records you submitted were not “remotely accurate or credible.”

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Further, this request is illiterate and incomprehensible. Notwithstanding and without waiving the foregoing objections, this Request is denied.

45. Admit that there was a basis to state you needed to consult with an ethics attorney as the Court of Appeals for raised the below referenced ethical concerns.

Although we will yield to the disciplinary authorities in the Commonwealth of Pennsylvania—or elsewhere—to sort out what the attorneys representing the plaintiffs in these derivative actions knew or should have known about the status of Jeffrey Silow's license to practice law, we find the information provided by Weiser to be very troubling.

Ross-Williams v. Bennett, 55 Kan. App. 2d 524, 543, 419 P.3d 608, 623-24 (2018).

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request insofar as it calls for a conclusion of law or for the divulgence of Plaintiffs’ legal theory. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Further, this request is illiterate and incomprehensible. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that the opinion cited in this Request is a writing which speaks for itself; to the extent deemed otherwise, this Request is denied.

46. Admit that there is a basis to refer to Wall Street Journal article referenced in your Complaint an “embarrassment to the bar!”

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections,

which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. This Request is illiterate and incomprehensible and is therefore denied.

47. Admit that based on the opinions of the Kansas Courts, the discovery of Silow's true identity, and the Wall Street Journal article, there was a basis to say your "ill-advised actions" were "making the Weiser Firm radioactive."

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied.

48. Admit that the Court of Appeals of Kansas directly questioned the credibility of your representations that you were not aware of Silow's true identity and bar status in the below quotation.

Interestingly, although the résumé of the Weiser Law Firm—which is part of the record on appeal—listed "Alexander Jeffrey Silow" as being "admitted to practice in Pennsylvania and the District of Columbia," Silow's résumé—which was attached to Weiser's letter—listed his name as "Jeffrey Silow" and did not state that he was a member of the Pennsylvania bar. Instead, Silow's résumé only listed the District of Columbia under the heading "Bar Admissions." In a footnote to his letters, Weiser stated that "it appears as though Mr. Silow has also been suspended from the practice of law by the District of Columbia." We note that the District of Columbia subsequently disbarred Silow from the practice of law on December 21, 2017. *In re Jeffrey M. Silow*, 175 A.3d 88 (D.C. 2017).

Weiser evidently continues to believe that Silow actually performed the work reported in the billing records submitted to the district court. Nevertheless, Weiser recognized in his letter "that Mr. Silow had been held out as an active attorney, and that Mr. Silow's declaration, signed under penalty of perjury, states, *inter alia*, that he is a licensed attorney in good standing that had never been the subject of any disciplinary action." Hence, Weiser acknowledges that Silow's "declaration is therefore false in material respects," and as a result, the Weiser Law Firm—which served as the lead counsel in this derivative action—"will not be participating in any recovery that may result from the pending Cross-Appeal."

Although we will yield to the disciplinary authorities in the Commonwealth of Pennsylvania—or elsewhere—to sort out what the attorneys representing the plaintiffs in these derivative actions knew or should have known about the status of Jeffrey Silow's license to practice law, we find the information provided by Weiser to be very troubling.

Ross-Williams v. Bennett, 55 Kan. App. 2d 524, 543, 419 P.3d 608, 623-24 (2018)

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to

further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that the opinion cited in this Request is a writing which speaks for itself; to the extent deemed otherwise, this Request is denied.

49. Admit that based on the above citation in paragraph 48, there was a basis to state you were “attempt[ing] to obfuscate your chicanery” in the Ross-Williams v. Bennett matter.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that the opinion cited in Request 48 is a writing which speaks for itself; to the extent deemed otherwise, this Request is denied.

50. Admit that based on the above citation in paragraph 48, there was a basis to state your representations to the Court of Appeals of Kansas “were disingenuous at best” in the Ross-Williams v. Bennett matter.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that the opinion cited in Request 48 is a writing which speaks for itself; to the extent deemed otherwise, this Request is denied.

51. Admit that based on the findings of the trial court in the Ross-Williams v. Bennett, including the quotation below, there was a basis to state you were “not serving [Ross-Williams’] interest as a Sprint Shareholder.

The results obtained in the Settlement are not commensurate with the fee requested. An unjustifiably high fee award with respect to the minimal relief obtained abuses the trust of the shareholders. Furthermore, the billing records reviewed by the Court paint a troublesome portrait of exploiting Sprint’s missteps for a substantial reward for counsel, and minimal relief to Sprint and its shareholders that suffered.

Ross-Williams v. Bennett, 2016 WL 6888094 (Kan.Dist.Ct. Nov. 22, 2016)

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that the opinion cited in this Request is a writing which speaks for itself; to the extent deemed otherwise, this Request is denied.

52. Admit that you “really should have been more diligent” when reviewing the bills and credentials of Silow. *See paragraph 56 of your Complaint.*

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied.

53. Admit that you provided the billing records of the Weiser Law Firm to the trial court for *in camera* review in Ross-Williams v. Bennett.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is admitted.

54. Admit that the billing records you provided for *in camera* review in Ross-Williams v. Bennett included the billing records of Silow.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is admitted.

55. Admit that trial court in Ross-Williams v. Bennett stated “The Court does not find that Mr. Silow’s billing records are remotely accurate or credible.”

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Plaintiffs further object to this Request on the basis that it seeks information which is part of the public record. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that the statement purportedly excerpted without citation in this Request is an alleged writing which speaks for itself. Without more, this Request is denied.

56. Admit that trial court in Ross-Williams v. Bennett found that the billing records you provided to it were not “remotely accurate or credible.”

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that the statement purportedly excerpted without citation in this Request is an alleged writing which speaks for itself. Without more, this Request is denied.

57. Admit that the that the billing records you provided for *in camera* review in Ross-Williams v. Bennett are representations of work performed by “you” as defined above.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied.

58. Admit that trial court in Ross-Williams v. Bennett found that representations you made to it were not “remotely accurate or credible”.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Plaintiffs further object to this Request on the basis that it seeks information to which Defendant has equal or greater access and which is part of the public record. Plaintiffs further object to this insofar as “representations” is a vague and undefined term in these Requests. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that the statement purportedly excerpted without citation in this Request is an alleged writing which speaks for itself. Without more, this Request is denied.

59. Admit that the Court of Appeals of Kansas found that “a review of the record reveals that the findings made by the district court are supported by substantial competent evidence.” Ross-Williams v. Bennett, 55 Kan. App. 2d 524, 563, 419 P.3d 608, 635 (2018).

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that the opinion cited in this Request is a writing which speaks for itself. As Defendant has not produced a full copy of the opinion cited in this Request, Plaintiffs cannot evaluate the accuracy of the purported excerpt thereof in this Request. Therefore, this Request is denied.

60. Admit that the Court of Appeals of Kansas agreed that the billing records you submitted were not remotely accurate or credible.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that they cannot assess the statement referenced without citation in this Request. By way of further Response, this Request is denied.

61. Admit that you did not disclose the findings or the opinions of the trial court or Court of Appeals of Kansas in Ross-Williams v. Bennett to the United States District Court for the Northern District of Georgia *In re Equifax, Inc. Derivative Litigation*, No. 1:18-cv- 00317-TWT.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is admitted. Plaintiffs further respond that they were not required to disclose the findings or the opinions of the trial court or Court of Appeals of Kansas in Ross-Williams v. Bennett to the United States District Court for the Northern District of Georgia.

62. Admit that you did not disclose the findings or the opinions of the trial court or Court of Appeals of Kansas in Ross-Williams v. Bennett to the United States District Court for the District of Minnesota in *In re CenturyLink Sales Practices and Securities Litigation*, No. 17-md-2795-MJD-MM.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is admitted. Plaintiffs further respond that they were not required to disclose the findings or the opinions of the trial court or Court of Appeals of Kansas in Ross-Williams v. Bennett to the United States District Court for the District of Minnesota.

63. Admit that you did not disclose the findings or the opinions of the trial court or Court of Appeals of Kansas in Ross-Williams v. Bennett to the United States District Court for the Southern District of Ohio in *In re Big Lots, Inc. Shareholder Litigation*, No. 2:12-cv- 445.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is admitted. Plaintiffs further respond that they were not required to disclose the findings or the opinions of the trial court or Court of Appeals of Kansas in Ross-Williams v. Bennett to the United States District Court for the Southern District of Ohio.

64. Admit that the holdings of trial court and Court of Appeals of Kansas in Ross-Williams v. Bennett is embarrassing to you.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied as stated. Plaintiffs respond that they stand by the propriety of the fee request made in Ross-Williams v. Bennett and the

accuracy of the hours worked by Mr. Silow reviewing documents in the Sprint case, and that they had no knowledge of Mr. Silow's bar admission status when the fee request was submitted. By way of further Response, Plaintiffs submit that the propagation of false information about them and their legal practice by Defendant Hartleib was and is embarrassing.

65. Admit that Ted Frank of the Hamilton Lincoln Law Institute (f/k/a Center for Class Action Fairness) told you he was aware of Silow's true identity and bar status and provided you the opportunity to disclose Silow's true identity and bar status to the court in Ross-Williams v. Bennett.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied.

66. Admit that prior to January of 2017 you were aware that Silow was using his son's identity.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied.

67. Admit that prior to January of 2017 you were aware that Silow was using a false identity.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied.

68. Admit that you have collected/received over a million dollars in attorneys' fees for work performed by Silow over the course of his employment with you.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied as stated. Plaintiffs respond that the Law Firm has collected fees for far less than the value of the work actually performed by Mr. Silow during his tenure at the Law Firm, work hours confirmed by reviews of Mr. Silow's bi-monthly bills and by an independent billing audit. Plaintiffs further respond that the work performed by Mr. Silow was limited to document review work and, in and of itself, did not require the bar admission status Mr. Silow falsely represented himself to have had at the time.

69. Admit that prior to January of 2017 you had met Silow in person.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to

further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is admitted. Plaintiffs further respond that Mr. Weiser met Mr. Silow once in 2008 or 2009 during Mr. Silow's initial interview with the Law Firm.

70. Admit that prior to January of 2017 you were aware Silow has son named Alex or Alexander who practiced law in Pennsylvania.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied.

71. Admit that Robert Weiser has not sought any medical, psychiatric, or psychological treatment for the harm alleged in paragraph 201 of your Complaint.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this insofar as "treatment" is a vague and undefined term in these Requests. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied.

72. Admit that you have no documentation evidencing your allegation that Mr. Hartleib proposed a consulting agreement.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is admitted. Plaintiffs further respond that Defendant proposed an illicit consulting agreement during a phone call, which Mr. Weiser rejected out of hand as it was both immoral and illegal.

73. Admit that your decision not to represent Mr. Hartleib in a Sprint shareholder derivative action was due to his opposition to involving the "Robbins Geller" and/or "Robbins Arroyo" firms referenced in your Complaint.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, this Request is denied.

74. Admit that Monica Ross-Williams was not involved in the Ross-Williams case other being a named plaintiff prior to being contacted by Mr. Hartleib.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. This Request is illiterate and incomprehensible and is therefore denied. To the extent that this Request intends to

ask whether Monica Ross-Williams was involved in the Ross-Williams v. Bennett case other *than* being a named plaintiff, this Request is denied.

75. Admit that after the initial retention and pleadings Monica Ross-Williams was not involved in the Ross-Williams case other being a named plaintiff prior to being contacted by Mr. Hartleib.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. This Request is illiterate and incomprehensible and is therefore denied. To the extent that this Request intends to ask whether Monica Ross-Williams was involved in the Ross-Williams v. Bennett case other *than* being a named plaintiff and being involved in the pleading stage, this Request is denied.

PLAINTIFFS' RESPONSES AND OBJECTIONS TO
DEFENDANT'S INTERROGATORIES

1. Please identify the name, address, and office of Robert Weiser's current primary care physician and the name, address, office and relevant dates of all of Mr. Weiser's primary care physicians over the past ten (10) years.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request to the extent that it seeks to solicit confidential information protected by the Health Insurance Portability and Accountability Act of 1996. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary.

2. Please identify any prescriptions filled by Robert Weiser as well as the name and address of the pharmacy(ies) used to fill them. Please identify by name and address every pharmacy Robert Weiser has used to fill prescription medication in the past ten (10) years.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request to the extent that it seeks to solicit confidential information protected by the Health Insurance Portability and Accountability Act of 1996. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary.

3. Please identify the name, address, and office of Robert Weiser's current mental health provider (i.e. psychiatrist, psychologist, counselor, social worker, etc) and the name, address, office and relevant dates of all of Mr. Weiser's mental providers over the past ten (10) years.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request to the extent that it seeks to solicit confidential information protected by the Health Insurance Portability and Accountability Act of 1996. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary.

4. Identify all contracted, "of counsel", or document review professionals you have employed in the last seven years, the cases they worked on, the dates of employment, and their most recent contact information including address, email, and phone numbers.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Jeffrey Silow, 2008-2017, 1708 Salt Kettle Circle, Dresher, PA 19025; Debra S. Goodman, 2011, 2014, 2016-2017, dg@dsgoodmanlaw.com, (610) 277-6057; Jaime Gordon, 2007, 2017-2018, (215) 290-4500. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary.

5. Identify all cases Silow worked on behalf of Plaintiffs.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request to the extent that it seeks to solicit privileged attorney work product and otherwise protected confidential information. This Request is wholly unreasonable and incapable of Response insofar as it contains no temporal constraints. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. With sufficient temporal constraints, Plaintiff will respond to this Request subject to a confidentiality agreement or protective order issued by the Court.

6. State the total amount of hours billed by Silow on behalf of Plaintiffs and the total dollar amount billed for all of the work by Silow on behalf of Plaintiffs.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request insofar as it is exceedingly burdensome and not relevant to the instant litigation, which does not pertain to the vast majority of time Mr. Silow billed as a contract attorney at the Law Firm, nor does it relate to the quantity of billable time by Mr. Silow to the Law Firm or the sums billed with respect thereto. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary.

7. Identify all courts notified as referenced in paragraph 64 of your Complaint and produce copies of these notifications.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs respond that the Law Firm notified the Honorable Jed Rakoff, United States District Court for the Southern District of New York and the Honorable David S. Doty, United States District Court for the District of Minnesota. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary.

8. Identify persons or entities who performed the billing audit referenced in paragraph 67 of your Complaint, the scope of the audit, the amount paid by you to have audit performed, and produce any and all communications, documents, and reports related to the audit.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that Relativity software was utilized to perform the billing analysis at issue in this Request.

9. Identify the public relations firm referenced in paragraph 84 of your Complaint and provide their contact information.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs' Response to this Request is subject to

further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that their public relations firm was The Swadosh Group, 101 Tudor Court Springfield Springfield, NJ 07081, (908) 723-2845.

10. State the basis for your allegation that “[n]early one hundred media outlets picked up and further publicized” the Wall Street Journal article as alleged in paragraph 87 of your Complaint.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that their allegation in paragraph 87 of the Complaint was based upon a data tracking algorithm which Plaintiffs no longer maintain.

11. Identify the persons or entities you hired to investigate Mr. Hartleib and produce the results of the investigation.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that they hired Mark Mershon to investigate Mr. Hartleib, and that no written report was produced.

12. If you are claiming a loss of income, state the amount you are claiming, and the basis for your calculation.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that they have not yet calculated their lost income damages. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary.

13. Identify the total amount paid to Monica Ross-Williams as a result of the Sprint Settlement.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that the court awarded Monica Ross-Williams an incentive award of \$5,000, which the Law Firm paid to her from the settlement proceeds via check dated January 17, 2017. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary.

14. Identify all software, services, contractors or applications you use for maintaining “billing records” as defined above.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, this Request is wholly unreasonable and incapable of Response insofar as it contains no temporal restriction. Plaintiffs’ Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary.

15. Identify all individual(s) who were responsible for or who are currently responsible receivables and/or billing and the storage, maintenance, review, and submission of billing records for the past seven years at the Weiser Law Firm. Please state their job title, describe their responsibilities, and provide dates of employment. If they are no longer employed by you, provide their contact information.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that the attorneys employed by The Weiser Law Firm maintain their own time records on a daily basis; Plaintiff Robert Weiser reviews these time records. With respect to expenses, the attorneys employed by The Weiser Law Firm document their expenses; non-party Patricia Weiser reviews these expense records. With respect to billing, The Weiser Law Firm’s bookkeeper, Cheryl Tryon, calculates, maintains, stores and submits billing records via Quickbooks.

16. Identify all individuals who reviewed and/or approved the billing records of Silow in Ross-Williams and in the “several occasions” you hired him “between 2008 and 2017” as described in paragraph 59 of your Complaint. Please state their job title, describe their responsibilities, and provide dates of employment. If they are no longer employed by you, provide their contact information.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that Mr. Silow submitted his time records to the senior attorney for whom he worked on the case for which the time was billed, either Brett Stecker, Jeffrey Ciarlanto or James Ficaro. Mesrs. Ficaro, Ciarlanto or Stecker reviewed the submissions and, if approved, forwarded same to the Law Firm’s bookkeeper, Cheryl Tryon, or administrator, JeriLyn Pearson, who generated paychecks for Mr. Silow. Mr. Stecker no longer works for the Law Firm; his current contact information is 326 W. Lancaster Avenue, Ardmore, PA 19003, (866) 569-4531, brett@shumanlawfirm.com. Mr. Ciarlanto no longer works for the Law Firm; his current contact information is BDDW, 5 Crosby Street, New York, NY 10013, (212) 625-1215. Mr. Ficaro, Ms. Pearson and Ms. Tryon can be contacted via the Law Firm through its counsel.

17. Please state your document or electronically stored information retention policies for case files and billing records and produce any documents stating or regarding these policies.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request to the extent that it seeks to solicit privileged attorney work product and otherwise protected confidential information. This Request is wholly unreasonable and incapable of Response insofar as it contains no temporal constraints, and insofar as Plaintiff Robert Weiser maintains no personal retention policy. By way of further Response, to the extent this Request inquires as to The Weiser Law Firm's current retention policy, it is an unwritten but widely disseminated and understood practice of retaining legal documents – regardless of form – for a five-year period. Certain documents have been kept for longer than five years. Certain documents were lost during data management transitions. Plaintiffs' Response to this Request is subject to further inquiry and the Response will be altered or supplemented if necessary.

18. Identify all individuals involved in the drafting, review, and approval of the Weiser Law Firm resume submitted in the Ross-Williams case. Please state their job title, describe their responsibilities, and provide dates of employment. If they are no longer employed by you, provide their contact information.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, Plaintiffs respond that Plaintiff Robert Weiser, Esq. and attorney James Ficaró, Esq. were involved in the drafting and approval of The Weiser Law Firm's resume/professional profile submitted in the Ross-Williams case. Both are employed by The Weiser Law Firm and can be contacted via the Law Firm through its counsel.

**SILVERANG, ROSENZWEIG
& HALTZMAN, LLC**

By: /s/ Philip S. Rosenzweig
Philip S. Rosenzweig, Esquire
Attorney Identification No. 62461
prosenzweig@sanddlawyers.com
Woodlands Center
900 E. 8th Avenue, Suite 300
King of Prussia, PA 19406
(610) 263-0115
Attorneys for Plaintiffs
The Weiser Law Firm, P.C. and
Robert B. Weiser, Esquire

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**THE WEISER LAW FIRM, P.C., and
ROBERT B. WEISER, ESQUIRE**

v.

MICHAEL HARTLEIB

:
:
:
:
:
:
:
:

CIVIL ACTION

NO.: 2:19-CV-02728- KSM

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on December 15, 2020, a true and correct copy of *Plaintiffs' Responses and Objections to Defendant's Interrogatories and Requests for Admission*, and this *Certificate of Service* were served upon the following via Electronic Mail.

Eamon C. Merrigan, Esquire
GOLDBERG, MILLER & RUBIN, P.C.
North American Building
121 South Broad Street, Suite 1500
Philadelphia, PA 19107
emerrigan@gmrlawfirm.com
Attorney for Defendant

**SILVERANG, ROSENZWEIG
& HALTZMAN, LLC**

By: /s/ Philip S. Rosenzweig
Philip S. Rosenzweig, Esquire
Attorney Identification No. 62461
prosenzweig@sanddlwayers.com
Woodlands Center
900 E. 8th Avenue, Suite 300
King of Prussia, PA 19406
(610) 263-0115
*Attorneys for Plaintiffs
The Weiser Law Firm, P.C. and
Robert B. Weiser, Esquire*

VERIFICATION

I, **Michael Hartleib**, hereby affirm that the following facts are correct:

The foregoing **RESPONSE TO PLAINTIFFS' FIRST SET OF REQUESTS FOR ADMISSIONS WITH COMPANION INTERROGATORIES PLAINTIFFS' REQUESTS FOR ADMISSIONS WITH COMPANION INTERROGATORIES** is based upon information which has been furnished to counsel and information which has been gathered by counsel in the preparation of the defense of this lawsuit. The language of the foregoing document is that of counsel and not of me. I have read the foregoing document and to the extent that the same is based upon information which I have given to counsel, it is true and correct to the best of my knowledge, information and belief. To the extent that the content of the foregoing document is that of counsel, I have relied upon counsel in making this Verification.


Michael Hartleib

Date: 10-15-20

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

THE WEISER LAW FIRM, P.C.	:	
	:	CIVIL ACTION
and	:	
	:	
ROBERT B. WEISER, ESQUIRE	:	
	:	NO. 2:19-CV-02728-KSM
Plaintiffs,	:	
	:	
v.	:	
	:	
MICHAEL HARTLEIB	:	
	:	
Defendant.	:	

**PLAINTIFFS' RESPONSES TO DEFENDANT'S REQUESTS FOR
PRODUCTION OF DOCUMENT**

Plaintiffs The Weiser Law Firm, P.C. (hereinafter the "Law Firm") and Robert B. Weiser, Esquire ("Weiser" or, together with the Law Firm, "Plaintiffs"), by and through their undersigned counsel, Silverang, Rosenzweig & Haltzman, LLC, hereby responds to the Requests for Production of Documents (together the "Discovery Requests" or "Requests," and each a "Request") propounded by Defendant Michael Hartleib ("Hartleib" or "Defendant"), as follows:

GENERAL OBJECTIONS

1. Plaintiffs object to each Request to the extent they seek information that is subject to the attorney/client privilege, attorney/work product doctrine, or any other applicable privilege.
2. Plaintiffs object to each Request to the extent it seeks information or materials which reflect trade secrets, confidential, commercial or business information, or information subject to other applicable privileges, including attorney/client and accountant/client privileges.
3. Plaintiffs object to each Request to the extent that it seeks confidential or proprietary information in documents protected from disclosure by law, court order or agreement respecting confidentiality or nondisclosure.
4. Plaintiffs object to each Request to the extent that it seeks information and documents which were prepared, generated or received in anticipation of or after the commencement of this litigation.

5. Plaintiffs object to each Request to the extent that it seeks information and documents that are not within Plaintiff's possession, custody or control.
6. Plaintiffs object to each Request to the extent that it seeks information that is not relevant to the subject matter of this action or reasonably calculated to lead to the discovery of admissible evidence.
7. Plaintiffs object to each Request the extent that it is overly broad, unduly burdensome and calls for information not reasonably calculated to lead to the discovery of admissible evidence.
8. Plaintiffs object to each Request to the extent it seeks information and documents not relevant to the time period during which the events that are of subject matter of this dispute took place, on the grounds that such Interrogatory is overly broad, duly burdensome, not relevant to the subject matter of this litigation and not reasonably calculated to lead to the discovery of admissible evidence.
9. Plaintiffs object to each Request to the extent that the information or documents may be derived or ascertained from information or documents available to Defendants or which may be more readily available from a more convenient, less burdensome and less expensive source.
10. Plaintiffs do not waive any objection by agreeing to produce certain information or documents in response to certain requests subject to objections.
11. Plaintiffs reserve the right to challenge the competency, relevance, materiality and admissibility of, and to object on any grounds to the use of the information and/or documents provided herewith in any proceeding or trial of this or any other action.
12. Plaintiffs reserve the right to supplement these objections.

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Identify and produce any and all documents that are referenced in, evidence, concern, support, refute, refer or relate to your responses to Defendant's Requests for Admissions and/or Defendant's Interrogatories.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, Plaintiffs will produce all responsive, non-privileged documents in their possession, custody or control in response to this Request, which production is contingent upon

and subject to the parties' entry into a legally binding confidentiality agreement and/or the Court's issuance of a protective order. Plaintiffs reserve the right to update and/or augment their response to this Request.

2. Identify and produce any and all documents relied upon in preparing your responses to Defendant's Requests for Admissions or Interrogatories.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, Plaintiffs will produce all responsive, non-privileged documents in their possession, custody or control in response to this Request, which production is contingent upon and subject to the parties' entry into a legally binding confidentiality agreement and/or the Court's issuance of a protective order. Plaintiffs reserve the right to update and/or augment their response to this Request.

3. Identify and produce any and all documents or communications referencing, stating, or indicating that Silow was barred in the state of Pennsylvania.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, Plaintiffs will produce responsive, non-privileged documents in their possession, custody or control in response to this Request, which production is contingent upon and subject to the parties' entry into a legally binding confidentiality agreement and/or the Court's issuance of a protective order. Plaintiffs reserve the right to update and/or augment their response to this Request.

4. Identify and produce any and all declarations and/or sworn statements by you and/or Silow in Ross-Williams.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, Plaintiffs will produce all responsive, non-privileged documents in their possession, custody or control in response to this Request, which production is contingent upon and subject to the parties' entry into a legally binding confidentiality agreement and/or the Court's issuance of a protective order. Plaintiffs reserve the right to update and/or augment their response to this Request.

5. Identify and produce any and all declarations and/or sworn statements by you and/or Silow in the "several occasions" you employed Silow "between 2008 and 2017" as described in paragraph 59 of your Complaint.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, Plaintiffs will produce all responsive, non-privileged documents in their possession, custody or control in response to this Request, which production is contingent upon and subject to the parties' entry into a legally binding confidentiality agreement and/or the Court's issuance of a protective order. Plaintiffs reserve the right to update and/or augment their response to this Request.

6. Produce the resumes of all contracted attorneys, “of counsel”, or document review professionals you have employed in the last seven years.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. This Request seeks documents that are irrelevant to the instant litigation, which pertains solely to Defendant’s defamatory and damaging statements about Plaintiffs. The instant litigation does not pertain to the qualifications of all of The Weiser Law Firm’s “contracted attorneys, “of counsel”, or document review professionals” over the past seven years. Furthermore, these Requests seek – and Plaintiffs will provide – the firm vitae of the Law Firm and a resume of Mr. Silow – whose qualifications are in issue in certain of Defendant’s defamatory statements. Plaintiffs reserve the right to update and/or augment their response to this Request.

7. Identify and produce your entire file in the *The Weiser Law Firm, P.C. v. Abelson Legal Search and Jeffrey Mark Silow* including, but not limited to, any and all filings, pleadings, discovery requests and responses, motions, briefs, subpoenaed documents, deposition transcripts, deposition notices, etc. of all parties, include any correspondence not subject to attorney/client privilege.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, all pleadings and filing in the matter have been previously produced. By way of further response, Defendant has subpoenaed or indicated his intention to re-subpoena all other documents responsive to this Request from Jeffrey McCarron, Esq., counsel for Abelson Legal Search, and Jeffrey Larkin, Esq., counsel for Jeffrey Silow – which subpoenas have been quashed and/or withdrawn. Plaintiffs will produce responsive, non-privileged, non-

confidential documents in their possession, custody or control in response to this Request, which production is contingent upon and subject to the parties' entry into a legally binding confidentiality agreement and/or the Court's issuance of a protective order, provided the same Request is stricken from any subpoenas actually served to any third parties. Plaintiffs reserve the right to update and/or augment their response to this Request.

8. Identify and produce any and all work product, including, but not limited to, notes, emails, memorandums, outlines, motions, briefings, declarations, pleadings, discovery authored by Silow in Ross-Williams.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, no responsive, non-privileged, non-confidential documents exist in Plaintiffs' possession, custody or control.

9. Identify and produce any and all work product including, including, but not limited to, notes, emails, memorandums, outlines, motions, briefings, declarations, pleadings, discovery authored by Silow, in the "several occasions" you hired him "between 2008 and 2017" as described in paragraph 59 of your Complaint.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, no responsive, non-privileged, non-confidential documents exist in Plaintiffs' possession, custody or control.

10. Identify and produce any and all billing records Silow for the “several occasions” you hired him “between 2008 and 2017” as described in paragraph 59 of your Complaint.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request to the extent that it is indecipherable insofar as “billing records Silow” makes no sense. By way of further response, Plaintiffs do not maintain “billing records” in their usual course of business, but rather their attorney employees received and assessed requests for payment initially from Abelson and subsequently from Silow; payment to Abelson or to Silow was then issued. Notwithstanding and without waiving the foregoing objections, Plaintiffs will produce all responsive, non-privileged documents in their possession, custody or control in response to this Request, which production is contingent upon and subject to the parties’ entry into a legally binding confidentiality agreement and/or the Court’s issuance of a protective order. Plaintiffs reserve the right to update and/or augment their response to this Request.

11. Identify and produced any and all communications with Silow.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request to the extent that it seeks to solicit privileged attorney work product and otherwise protected confidential information, and insofar as it is unduly burdensome as it contains no topical or temporal constraint. Notwithstanding and without waiving the foregoing objections, Plaintiffs will produce all responsive, non-privileged documents in their possession, custody or control in response to this Request which pertains to Silow’s work for and payment from the Law firm, which production is contingent upon and subject to the

parties' entry into a legally binding confidentiality agreement and/or the Court's issuance of a protective order. Plaintiffs reserve the right to update and/or augment their response to this Request.

12. Identify and produce any and all communications with the real Alexander J. Silow barred in Pennsylvania (Jeffrey M. Silow's son).

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, no responsive, non-privileged, non-confidential documents exist in Plaintiffs' possession. Plaintiffs reserve the right to update and/or augment their response to this Request.

13. Identify and produce any and all communications with Abelson Legal Search including, but not limited to, those regarding Silow and/or Mr. Hartleib.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request to the extent that it seeks to solicit privileged attorney work product and otherwise protected confidential information. This request is overbroad, as Plaintiff's non-Silow-related correspondence with Abelson Legal Search is entirely irrelevant to the instant litigation. Notwithstanding and without waiving the foregoing objections, Plaintiffs reply that they have no non-privileged, non-confidential communication with Abelson Legal Search regarding Defendant, outside of the *Weiser v. Abelson* litigation. Plaintiffs will produce all responsive, non-privileged documents in their possession, custody or control in response to this Request concerning communication with Abelson Legal Search with regard to Mr. Silow, which

production is contingent upon and subject to the parties' entry into a legally binding confidentiality agreement and/or the Court's issuance of a protective order. Plaintiffs reserve the right to update and/or augment their response to this Request.

14. Identify and produced any and all internal communications regarding Silow.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request to the extent that it seeks to solicit privileged attorney work product and otherwise protected confidential information. Notwithstanding and without waiving the foregoing objections, Plaintiffs will produce all responsive, non-privileged, non-confidential documents in their possession, custody or control in response to this Request, which production is contingent upon and subject to the parties' entry into a legally binding confidentiality agreement and/or the Court's issuance of a protective order. Plaintiffs reserve the right to update and/or augment their response to this Request.

15. Identify and produced [sic] any and all internal communications regarding Mr. Hartleib.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, Notwithstanding and without waiving the foregoing objections, no responsive, non-privileged, non-confidential documents exist in Plaintiffs' possession. Plaintiffs reserve the right to update and/or augment their response to this Request.

16. Identify and produce any and all communications with third-parties regarding Silow including, but not limited to, any counsel involved in Ross-Williams, *In re Equifax, Inc. Derivative Litigation*, No. 1:18-cv-00317-TWT, *In re CenturyLink Sales Practices and Securities Litigation*, No. 17-md-2795-MJD-MM, *In re Big Lots, Inc. Shareholder Litigation*, No. 2:12-cv-445, and the Kraft Heinz matters Case No. 1:19-cv-01339 and 1:20-cv-02071.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request to the extent that it seeks to solicit privileged attorney work product and otherwise protected confidential information. Notwithstanding and without waiving the foregoing objections, Plaintiffs will produce all responsive, non-privileged documents in their possession, custody or control in response to this Request, which production is contingent upon and subject to the parties' entry into a legally binding confidentiality agreement and/or the Court's issuance of a protective order. Plaintiffs reserve the right to update and/or augment their response to this Request.

17. Identify and produce any and all communications with third-parties regarding Mr. Hartleib including, but not limited to, any counsel involved in Ross-Williams, *In re Equifax, Inc. Derivative Litigation*, No. 1:18-cv-00317-TWT, *In re CenturyLink Sales Practices and Securities Litigation*, No. 17-md-2795-MJD-MM, *In re Big Lots, Inc. Shareholder Litigation*, No. 2:12-cv-445, and the Kraft Heinz matters Case No. 1:19-cv-01339 and 1:20-cv-02071.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the

foregoing objections, Notwithstanding and without waiving the foregoing objections, no responsive, non-privileged, non-confidential documents exist in Plaintiffs' possession. Plaintiffs reserve the right to update and/or augment their response to this Request.

18. Identify and produce any and all communications with Monica Ross-Williams regarding the March 2017 contact with Mr. Hartleib and the resulting protective order.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request to the extent that it seeks to solicit privileged and protected attorney-client communications. Plaintiffs reserve the right to update and/or augment their response to this Request.

19. Identify and produce any and all communications, contracts, releases, retainer letters, emails, etc. with Monica Ross-Williams regarding Ross-Williams.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request to the extent that it seeks to solicit privileged and protected attorney-client communications. Plaintiffs reserve the right to update and/or augment their response to this Request.

20. Identify and produce your state and federal income tax returns for the past seven years.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request to the extent that it seeks to solicit irrelevant and confidential information. Plaintiffs

reserve the right to update and/or augment their response to this Request.

21. Identify and produce the billing records you submitted for review in Ross-Williams.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, Plaintiffs will produce all responsive, non-privileged documents in their possession, custody or control in response to this Request, which production is contingent upon and subject to the parties' entry into a legally binding confidentiality agreement and/or the Court's issuance of a protective order. Plaintiffs reserve the right to update and/or augment their response to this Request.

22. Identify and produce the billings [sic] records in Ross-Williams regardless of whether or not they were submitted for review.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, Plaintiffs will produce all responsive, non-privileged documents in their possession, custody or control in response to this Request, which production is contingent upon and subject to the parties' entry into a legally binding confidentiality agreement and/or the Court's issuance of a protective order. Plaintiffs reserve the right to update and/or augment their response to this Request.

23. Identify and produce any and all documents of Silow's employment with you including expense sheets, resumes, handbooks, policy agreements, checks, paystubs, tax forms, W-9s, W-2s, contracts, engagement letters, retainment letters, or any other document referencing Silow's scope of work with you.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request insofar as Mr. Silow was never an employee of Plaintiffs. Mr. Silow submitted no expense sheets, was not given a handbook, did not receive a policy agreement, did not sign a contract or engagement letter or retainment letter with Plaintiffs, and Plaintiffs did not document the scope of Mr. Silow's work prior to or during his term as a contract attorney with Plaintiffs. Mr. Silow's resume and relevant billing records (some of which were facilitated by Abelson Legal Search) will be produced in response to Requests 10 and 23. Plaintiffs reserve the right to update and/or augment their response to this Request.

24. Identify and produce the Weiser Law Firm resume submitted in Ross-Williams.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request to the extent that it seeks to solicit publically available information. Notwithstanding and without waiving the foregoing objections, Plaintiffs will produce all responsive, non-privileged documents in their possession, custody or control in response to this Request, which production is contingent upon and subject to the parties' entry into a legally binding confidentiality agreement and/or the Court's issuance of a protective order. Plaintiffs reserve the right to update and/or augment their response to this Request.

25. Identify and produce the Weiser Law Firm resume submitted during the “several occasions” you employed Silow “between 2008 and 2017”.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs’ response to this Request is subject to further inquiry and the response will be altered or supplemented if necessary. This Request is incomprehensible and is therefore incapable of response. Plaintiffs reserve the right to update and/or augment their response to this Request.

26. Identify and produce the any and all documentation and communications related to the criminal proceedings against Silow referenced in paragraph 65 of your Complaint.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, Notwithstanding and without waiving the foregoing objections, no responsive, non-privileged, non-confidential documents exist in Plaintiffs’ possession. Plaintiffs reserve the right to update and/or augment their response to this Request.

27. Identify and produce any and all documents regarding the “attorney time” lodestar calculation referenced in paragraph 64 of your Complaint.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, Notwithstanding and without waiving the foregoing objections, no responsive, non-privileged, non-confidential documents exist in Plaintiffs’ possession. Plaintiffs reserve the right to update and/or augment their response to this Request.

28. Identify and produce any and all documents and communications related to your report to the Disciplinary Board of the Supreme Court of Pennsylvania referenced in paragraph 64 of your Complaint.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. By way of further response, Plaintiffs hired specialized counsel for this purpose, and will not produce documents protected by the attorney-client privilege. Plaintiffs reserve the right to update and/or augment their response to this Request.

29. Identify and produce any and all communications with Bruce Murphy regarding Mr.

Hartleib, the retainment letter, the decision whether or not to represent Mr. Hartleib the revisions to the retainment letter, and the decision to represent Monica Ross-Williams.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Plaintiffs further object to this Request to the extent that it seeks to solicit privileged attorney work product and otherwise protected confidential information. Notwithstanding and without waiving the foregoing objections, Plaintiffs direct Defendant to Exhibits 1-3 of the Complaint. Plaintiffs reserve the right to update and/or augment their response to this Request.

30. Identify and produce any and all documentation evidencing your allegation that Mr.

Hartleib proposed a consulting agreement.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, Plaintiffs cannot respond to this Request as Mr. Hartleib's proposal was made verbally and not in writing, and therefore no responsive, non-privileged, non-confidential documents exist in Plaintiffs' possession. Plaintiffs reserve the right to update and/or augment their response to this Request.

31. Identify and produce any and all documents and/or communications that you contend evidences harm to your reputation or loss of business that you associate with statements made by Mr. Hartleib.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the General Objections, which are incorporated herein by reference. Notwithstanding and without waiving the foregoing objections, Notwithstanding and without waiving the foregoing objections, no responsive, non-privileged, non-confidential documents exist in Plaintiffs' possession. Plaintiffs reserve the right to update and/or augment their response to this Request.

**SILVERANG, ROSENZWEIG
& HALTZMAN, LLC**

By: /s/ Philip S. Rosenzweig
Philip S. Rosenzweig, Esquire
Attorney Identification No. 62461
prosenzweig@sanddlawyers.com
Woodlands Center
900 E. 8th Avenue, Suite 300
King of Prussia, PA 19406
(610) 263-0115
Attorneys for Plaintiffs
The Weiser Law Firm, P.C. and
Robert B. Weiser, Esquire

**SILVERANG, ROSENZWEIG
& HALTZMAN, LLC**

By: Philip S. Rosenzweig, Esquire
PA Atty ID No. 62461

prosenzweig@sanddlawyers.com

Woodlands Center

900 E. 8th Avenue, Suite 300

King of Prussia, PA 19406

(610) 263-0115 (telephone)

(610) 263-0122 (facsimile)

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

THE WEISER LAW FIRM, P.C. et al

Plaintiffs,

V.

MICHAEL HARTLEIB

Defendant.

CIVIL ACTION

Case No. 2:19-CV-02728-MSG

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 30th day of December, 2020, the foregoing *Plaintiffs' Responses to Defendant's Requests for Production of Documents and this Certificate of Service* were served by electronic mail upon the following:


Eamon Merrigan, Esquire
North American Building
121 South Broad Street, Suite 1600
Philadelphia, PA 19107
Attorney for Defendant

**SILVERANG, ROSENZWEIG
& HALTZMAN, LLC**

By: /s/ Philip S. Rosenzweig
Philip S. Rosenzweig, Esquire
Attorney Identification No. 62461
prosenzweig@sanddlawyers.com
Woodlands Center
900 E. 8th Avenue, Suite 300
King of Prussia, PA 19406
(610) 263-0115
Attorneys for Plaintiffs
The Weiser Law Firm, P.C. and
Robert B. Weiser, Esquire

VERIFICATION

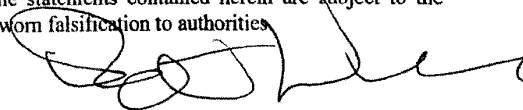
I, Robert B. Weiser, Esquire, Managing Partner of The Weiser Law Firm, P.C., being duly sworn according to law, hereby depose and say that I am the Managing Partner of Plaintiff in this action. The facts set forth in the foregoing Responses and Objections to Defendant's Discovery Requests, are true and correct to the best of my knowledge, information and belief. I understand that the statements contained herein are subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.



Robert B. Weiser, Esquire, Managing Partner
The Weiser Law Firm, P.C.

VERIFICATION

I, Robert B. Weiser, Esquire, being duly sworn according to law, hereby depose and say that I am the Plaintiff in this action. The facts set forth in the foregoing Responses and Objections to Defendant's Discovery Requests, are true and correct to the best of my knowledge, information and belief. I understand that the statements contained herein are subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.



Robert B. Weiser, Esquire

{01307209;1}

Case 2:19-cv-02728-KSM Document 171-9 Filed 08/23/22 Page 1 of 5

EXHIBIT “F”

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**THE WEISER LAW FIRM, P.C., and
ROBERT B. WEISER, ESQUIRE**

v.

MICHAEL HARTLEIB

CIVIL ACTION

NO.: 2:19-CV-02728- KSM

**PLAINTIFFS' SUPPLEMENTAL RESPONSES
TO DEFENDANT'S INTERROGATORIES 1-3**

Pursuant to Order of the Court dated August 6, 2021 (Doc. No. 120, the "Discovery Order"), which Discovery Order provided:

In response to Interrogatories 1-3, Plaintiffs shall disclose only mental health treatment, including visits to any medical provider or prescriptions, Robert Weiser has obtained in relation to his claim of intentional infliction of emotional distress, if the Court denies Defendant's motion to dismiss this claim. The other information sought by Defendant is disproportionate to the needs of this case.

Discovery Order, ¶ 5(a), Plaintiffs, The Weiser Law Firm, P.C. (the "Firm") and Robert B. Weiser, Esquire ("Weiser," or together with the Firm, "Plaintiffs"), by and through their undersigned attorneys, Silverang, Rosenzweig & Haltzman, LLC, hereby submit their Supplemental Responses to Defendant's Interrogatories 1-3 (the "Interrogatories") propounded by Defendant, Michael Hartleib ("Hartleib" or "Defendant").¹

¹ To the extent not disposed or ruled upon by the Court, Plaintiffs reserve, reassert, and incorporate by reference each of the objections previously asserted relative to the Interrogatories addressed herein as if the same were set forth at length herein.

**PLAINTIFFS' SUPPLEMENTAL RESPONSES TO
DEFENDANT'S INTERROGATORIES 1-3**

1. Please identify the name, address, and office of Robert Weiser's current primary care physician and the name, address, office and relevant dates of all of Mr. Weiser's primary care physicians over the past ten (10) years.

RESPONSE: As provided by the Discovery Order, this Interrogatory, as posed, is overbroad and not proportionate to the needs of the above-captioned matter (the "Action"). As required by the Discovery Order, Plaintiffs respond as follows:

Plaintiff Robert Weiser has been evaluated by a Doctor of Psychology (PhD) with respect to his mental health. Mr. Weiser has not, to date, been prescribed any medications. Further, Mr. Weiser has sought the counsel of clergy with respect to the matters relating to his intentional infliction of emotional distress claims. Plaintiff Robert Weiser intends to present expert testimony in support of his claim for intentional infliction of emotional distress as permitted and required by prevailing precedent in Pennsylvania. *Lamb v. CVS Health*, No. 21-638, 2021 U.S. Dist. LEXIS 100994, at *14 (E.D. Pa. May 28, 2021) (applying Pennsylvania precedent and citing *Kane v. Chester Cty. Dep't of Children, Youth & Families*, 10 F. Supp. 3d 671, 693 (E.D. Pa. 2014); *Kazatsky v. King David Memorial Park, Inc.*, 515 Pa. 183, 527 A.2d 988, 995 (Pa. 1987)). Disclosure of any expert retained by Plaintiffs to provide requisite expert testimony relative to Plaintiff Robert Weiser's claim for intentional infliction of emotional distress shall be in strict accordance with the terms of the operative scheduling order in this Action, *i.e.*, on or before July 25, 2022.

2. Please identify any prescriptions filled by Robert Weiser as well as the name and address of the pharmacy(ies) used to fill them. Please identify by name and address every pharmacy Robert Weiser has used to fill prescription medication in the past ten (10) years.

RESPONSE: As provided by the Discovery Order, this Interrogatory, as posed, is overbroad and not proportionate to the needs of the above-captioned matter (the "Action"). As required by the Discovery Order, Plaintiffs respond as follows:

Plaintiff Robert Weiser has been evaluated by a Doctor of Psychology (PhD) with respect to his mental health. Mr. Weiser has not, to date, been prescribed any medications. Further, Mr. Weiser has sought the counsel of clergy with respect to the matters relating to his intentional infliction of emotional distress claims. Plaintiff Robert Weiser intends to present expert testimony in support of his claim for intentional infliction of emotional distress as permitted and required by prevailing precedent in Pennsylvania. *Lamb v. CVS Health*, No. 21-638, 2021 U.S. Dist. LEXIS 100994, at *14 (E.D. Pa. May 28, 2021) (applying Pennsylvania precedent and citing *Kane v. Chester Cty. Dep't of Children, Youth & Families*, 10 F. Supp. 3d 671, 693 (E.D. Pa. 2014); *Kazatsky v. King David Memorial Park, Inc.*, 515 Pa. 183, 527 A.2d 988, 995 (Pa. 1987)). Disclosure of any expert retained by Plaintiffs to provide requisite expert testimony relative to Plaintiff Robert Weiser's claim for intentional infliction of emotional distress shall be in strict accordance with the terms of the operative scheduling order in this Action, *i.e.*, on or before July 25, 2022.

3. Please identify the name, address, and office of Robert Weiser's current mental health provider (i.e. psychiatrist, psychologist, counselor, social worker, etc.) and the name, address, office and relevant dates of all of Mr. Weiser's mental providers over the past ten (10) years.

RESPONSE: As provided by the Discovery Order, this Interrogatory, as posed, is overbroad and not proportionate to the needs of the above-captioned matter (the "Action"). As required by the Discovery Order, Plaintiffs respond as follows:

Plaintiff Robert Weiser has been evaluated by a Doctor of Psychology (PhD) with respect to his mental health. Mr. Weiser has not, to date, been prescribed any medications. Further, Mr. Weiser has sought the counsel of clergy with respect to the matters relating to his intentional infliction of emotional distress claims. Plaintiff Robert Weiser intends to present expert testimony in support of his claim for intentional infliction of emotional distress as permitted and required by prevailing precedent in Pennsylvania. *Lamb v. CVS Health*, No. 21-638, 2021 U.S. Dist. LEXIS 100994, at *14 (E.D. Pa. May 28, 2021) (applying Pennsylvania precedent and citing *Kane v. Chester Cty. Dep't of Children, Youth & Families*, 10 F. Supp. 3d 671, 693 (E.D. Pa. 2014); *Kazatsky v. King David Memorial Park, Inc.*, 515 Pa. 183, 527 A. 2d 988, 995 (Pa. 1987)). Disclosure of any expert retained by Plaintiffs to provide requisite expert testimony relative to Plaintiff Robert Weiser's claim for intentional infliction of emotional distress shall be in strict accordance with the terms of the operative scheduling order in this Action, *i.e.*, on or before July 25, 2022.

**SILVERANG, ROSENZWEIG
& HALTZMAN, LLC**

By: /s/ Philip S. Rosenzweig
Philip S. Rosenzweig, Esquire
Attorney Identification No. 62461
prosenzweig@sanddlawyers.com
Woodlands Center
900 E. 8th Avenue, Suite 300
King of Prussia, PA 19406
(610) 263-0115
Attorneys for Plaintiffs
The Weiser Law Firm, P.C. and
Robert B. Weiser, Esquire

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**THE WEISER LAW FIRM, P.C., and
ROBERT B. WEISER, ESQUIRE**

v.

MICHAEL HARTLEIB

:
:
:
:
:
:
:
:

CIVIL ACTION

NO.: 2:19-CV-02728- KSM

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on May 25, 2022, a true and correct copy of *Plaintiffs' Supplemental Responses to Defendant's Interrogatories 1-3*, and this *Certificate of Service* were served upon the following via Electronic Mail.

Eamon C. Merrigan, Esquire
GOLDBERG, MILLER & RUBIN, P.C.
North American Building
121 South Broad Street, Suite 1500
Philadelphia, PA 19107
emerrigan@gmrlawfirm.com
Attorney for Defendant

**SILVERANG, ROSENZWEIG
& HALTZMAN, LLC**

By: /s/ Philip S. Rosenzweig
Philip S. Rosenzweig, Esquire
Attorney Identification No. 62461
prosenzweig@sanddlwayers.com
Woodlands Center
900 E. 8th Avenue, Suite 300
King of Prussia, PA 19406
(610) 263-0115
*Attorneys for Plaintiffs
The Weiser Law Firm, P.C. and
Robert B. Weiser, Esquire*

Case 2:19-cv-02728-KSM Document 171-10 Filed 08/23/22 Page 1 of 5

EXHIBIT “G”

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

THE WEISER LAW FIRM, P.C., and
ROBERT B. WEISER, ESQUIRE

v.

MICHAEL HARTLEIB

:
:
:
:
:
:
:
:

CIVIL ACTION

NO.: 2:19-CV-02728- KSM

PLAINTIFFS' SUPPLEMENTAL RESPONSES
TO DEFENDANT'S INTERROGATORIES 1-3
PER COURT ORDER OF JUNE 24, 2022 (DOC. NO. 160)

Pursuant to Order of the Court dated June 24, 2022, Plaintiffs, The Weiser Law Firm, P.C. (the "Firm") and Robert B. Weiser, Esquire ("Weiser," or together with the Firm, "Plaintiffs"), by and through their undersigned attorneys, Silverang, Rosenzweig & Haltzman, LLC, hereby submit the herein Supplemental Responses to Defendant's Interrogatories 1-3 (the "Interrogatories") propounded by Defendant, Michael Hartleib ("Hartleib" or "Defendant").¹

PLAINTIFFS' SUPPLEMENTAL RESPONSES TO
DEFENDANT'S INTERROGATORIES 1-3

1. Please identify the name, address, and office of Robert Weiser's current primary care physician and the name, address, office and relevant dates of all of Mr. Weiser's primary care physicians over the past ten (10) years.

RESPONSE: As required by Order of the Court dated June 24, 2022 (Doc. No. 160, the "Order"), which Order disposed of Defendant's Motion to Compel Specific Responses to Interrogatories Nos. 1-3 (Doc. No. 158) and directed Plaintiffs to identify "the Doctor of Psychology that treated" Robert Weiser, Plaintiffs incorporate all prior responses provided to Defendant, including objections, relative to this Interrogatory as if set forth at length herein and supplement those responses as follows:

Plaintiff Robert Weiser was not "treated" and did not receive *treatment* from a psychologist or Doctor of Psychology prior to the institution of this litigation and, therefore, no further specific responsive information to this Interrogatory exists. However, for the sake of clarity, Mr. Weiser

¹ To the extent not disposed or ruled upon by the Court, Plaintiffs reserve, reassert, and incorporate by reference each of the objections previously asserted relative to the Interrogatories addressed herein as if the same were set forth at length herein.

has been *evaluated by a medical expert, i.e., a Doctor of Psychology, in connection with this litigation*, upon which expert's testimony Mr. Weiser intends to rely at trial. Reserving all rights, Plaintiffs shall disclose the identity of this expert, along with any expert opinions proffered upon which Plaintiffs will rely, in strict accordance with the Court's operative scheduling order which pertinently provides that "Counsel for each party shall serve upon counsel for every other party the information referred to in Federal Rule of Civil Procedure 26(a)(2)(B) by expert report or answer to expert interrogatory no later than July 25, 2022." (Doc. No. 149, ¶ 5)(emphasis added).

2. Please identify any prescriptions filled by Robert Weiser as well as the name and address of the pharmacy(ies) used to fill them. Please identify by name and address every pharmacy Robert Weiser has used to fill prescription medication in the past ten (10) years.

RESPONSE: As required by Order of the Court dated June 24, 2022 (Doc. No. 160, the "Order"), which Order disposed of Defendant's Motion to Compel Specific Responses to Interrogatories Nos. 1-3 (Doc. No. 158) and directed Plaintiffs to identify "the Doctor of Psychology that treated" Robert Weiser, Plaintiffs incorporate all prior responses provided to Defendant, including objections, relative to this Interrogatory as if set forth at length herein and supplement those responses as follows:

Plaintiff Robert Weiser was not "treated" and did not receive *treatment* from a psychologist or Doctor of Psychology prior to the institution of this litigation and, therefore, no further specific responsive information to this Interrogatory exists. However, for the sake of clarity, Mr. Weiser has been *evaluated by a medical expert, i.e., a Doctor of Psychology, in connection with this litigation*, upon which expert's testimony Mr. Weiser intends to rely at trial. Reserving all rights, Plaintiffs shall disclose the identity of this expert, along with any expert opinions proffered upon which Plaintiffs will rely, in strict accordance with the Court's operative scheduling order which pertinently provides that "Counsel for each party shall serve upon counsel for every other party the information referred to in Federal Rule of Civil Procedure 26(a)(2)(B) by expert report or answer to expert interrogatory no later than July 25, 2022." (Doc. No. 149, ¶ 5)(emphasis added).

3. Please identify the name, address, and office of Robert Weiser's current mental health provider (i.e. psychiatrist, psychologist, counselor, social worker, etc.) and the name, address, office and relevant dates of all of Mr. Weiser's mental providers over the past ten (10) years.

RESPONSE: As required by Order of the Court dated June 24, 2022 (Doc. No. 160, the "Order"), which Order disposed of Defendant's Motion to Compel Specific Responses to Interrogatories Nos. 1-3 (Doc. No. 158) and directed Plaintiffs to identify "the Doctor of Psychology that treated" Robert Weiser, Plaintiffs incorporate all prior responses provided to Defendant, including objections, relative to this Interrogatory as if set forth at length herein and supplement those responses as follows:

Plaintiff Robert Weiser was not "treated" and did not receive *treatment* from a psychologist or Doctor of Psychology prior to the institution of this litigation and, therefore, no further specific responsive information to this Interrogatory exists. However, for the sake of clarity, Mr. Weiser

has been *evaluated by a medical **expert**, i.e., a Doctor of Psychology, in connection with this litigation*, upon which expert's testimony Mr. Weiser intends to rely at trial. Reserving all rights, Plaintiffs shall disclose the identity of this expert, along with any expert opinions proffered upon which Plaintiffs will rely, in strict accordance with the Court's operative scheduling order which pertinently provides that "Counsel for each party shall serve upon counsel for every other party the information referred to in Federal Rule of Civil Procedure 26(a)(2)(B) by expert report or answer to expert interrogatory **no later than July 25, 2022.**" (Doc. No. 149, ¶ 5)(emphasis added).

**SILVERANG, ROSENZWEIG
& HALTZMAN, LLC**

By: /s/ Philip S. Rosenzweig
Philip S. Rosenzweig, Esquire
Attorney Identification No. 62461
prosenzweig@sanddlawyers.com
Woodlands Center
900 E. 8th Avenue, Suite 300
King of Prussia, PA 19406
(610) 263-0115
Attorneys for Plaintiffs
The Weiser Law Firm, P.C. and
Robert B. Weiser, Esquire

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**THE WEISER LAW FIRM, P.C., and
ROBERT B. WEISER, ESQUIRE**

v.

MICHAEL HARTLEIB

:
:
:
:
:
:
:
:

CIVIL ACTION

NO.: 2:19-CV-02728- KSM

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on June 28, 2022, a true and correct copy of *Plaintiffs' Supplemental Responses to Defendant's Interrogatories 1-3 Per Court Order of June 24, 2022 (Doc. No. 160)*, and this *Certificate of Service* were served upon the following via Electronic Mail.

Eamon C. Merrigan, Esquire
GOLDBERG, MILLER & RUBIN, P.C.
North American Building
121 South Broad Street, Suite 1500
Philadelphia, PA 19107
emerrigan@gmrlawfirm.com
Attorney for Defendant

**SILVERANG, ROSENZWEIG
& HALTZMAN, LLC**

By: /s/ Philip S. Rosenzweig
Philip S. Rosenzweig, Esquire
Attorney Identification No. 62461
prosenzweig@sanddlwayers.com
Woodlands Center
900 E. 8th Avenue, Suite 300
King of Prussia, PA 19406
(610) 263-0115
*Attorneys for Plaintiffs
The Weiser Law Firm, P.C. and
Robert B. Weiser, Esquire*

Case 2:19-cv-02728-KSM Document 171-11 Filed 08/23/22 Page 1 of 4

EXHIBIT “H”

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**THE WEISER LAW FIRM, P.C., and
ROBERT B. WEISER, ESQUIRE**

v.

MICHAEL HARTLEIB

CIVIL ACTION

NO.: 2:19-CV-02728- KSM

**PLAINTIFFS' FIRST AMENDED RESPONSES AND OBJECTIONS
TO DEFENDANT'S REQUESTS FOR ADMISSIONS**

Plaintiffs The Weiser Law Firm, P.C. (the "Law Firm") and Robert B. Weiser, Esq. ("Weiser," or together with the Law Firm, "Plaintiffs"), by their undersigned attorneys, Silverang, Rosenzweig & Haltzman LLC, hereby submit their First Amended Responses to Defendant's Requests for Admissions (collectively the "Requests") of Defendant Michael Hartleib ("Hartleib" or "Defendant").

PRELIMINARY STATEMENT

To the extent not set forth or modified herein, Plaintiffs incorporate their Preliminary Statement, General Objections and Conditions, specific objections and responses previously provided in response to Defendant's Requests for Admissions.

**PLAINTIFFS' FIRST AMENDED RESPONSES AND OBJECTIONS TO
DEFENDANT'S REQUEST FOR ADMISSIONS**

71. Admit that Robert Weiser has not sought any medical, psychiatric, or psychological treatment for the harm alleged in paragraph 201 of your Complaint.

RESPONSE: Plaintiffs object to this Request for the reasons stated in the previously asserted General Objections, which are incorporated herein by reference. Plaintiffs further object to this insofar as "treatment" is a vague and undefined term in these Requests. Plaintiffs further object to this inquiry insofar as it is not limited to any defined period of time. Plaintiffs further object

{01531819;2}

insofar as paragraph 201 of the operative *Amended* Complaint relates to the inapplicability of judicial privilege. Notwithstanding and without waiving the foregoing objections, to the extent this RFA is meant to refer to paragraph 194 of the Amended Complaint (ECF 69), which mirrors paragraph 201 of the now moot Complaint, the Request is admitted in part and denied in part. It is solely admitted that Robert Weiser did not receive “treatment” from a psychologist or Doctor of Psychology or other medical professional prior to the institution of this litigation. However, Robert Weiser has been *evaluated by a medical expert, i.e., a Doctor of Psychology, in connection with this litigation*, upon which expert’s testimony Mr. Weiser intends to rely at trial. Reserving all rights, Plaintiffs shall disclose the identity of this expert, along with any expert opinions proffered upon which Plaintiffs will rely, in strict accordance with the Court’s operative scheduling order which pertinently provides that “Counsel for each party shall serve upon counsel for every other party the information referred to in Federal Rule of Civil Procedure 26(a)(2)(B) by expert report or answer to expert interrogatory no later than July 25, 2022.” (Doc. No. 149, ¶ 5)(emphasis added).

**SILVERANG, ROSENZWEIG
& HALTZMAN, LLC**

By: /s/ Philip S. Rosenzweig
Philip S. Rosenzweig, Esquire
Attorney Identification No. 62461
prosenzweig@sanddlawyers.com
Woodlands Center
900 E. 8th Avenue, Suite 300
King of Prussia, PA 19406
(610) 263-0115
*Attorneys for Plaintiffs,
The Weiser Law Firm, P.C. and
Robert B. Weiser, Esquire*

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**THE WEISER LAW FIRM, P.C., and
ROBERT B. WEISER, ESQUIRE**

v.

MICHAEL HARTLEIB

:
:
:
:
:
:
:
:

CIVIL ACTION

NO.: 2:19-CV-02728- KSM

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 18, 2022, a true and correct copy of *Plaintiffs' First Amended Responses and Objections to Defendant's Interrogatories and Requests for Admission*, and this *Certificate of Service* were served upon the following via Electronic Mail.

Eamon C. Merrigan, Esquire
GOLDBERG, MILLER & RUBIN, P.C.
North American Building
121 South Broad Street, Suite 1500
Philadelphia, PA 19107
emerrigan@gmrlawfirm.com
Attorney for Defendant

**SILVERANG, ROSENZWEIG
& HALTZMAN, LLC**

By: /s/ Philip S. Rosenzweig
Philip S. Rosenzweig, Esquire
Attorney Identification No. 62461
prosenzweig@sanddlwayers.com
Woodlands Center
900 E. 8th Avenue, Suite 300
King of Prussia, PA 19406
(610) 263-0115
*Attorneys for Plaintiffs,
The Weiser Law Firm, P.C. and
Robert B. Weiser, Esquire*

Case 2:19-cv-02728-KSM Document 171-12 Filed 08/23/22 Page 1 of 152

EXHIBIT “I”

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
CASE NO. 2:19-CV-02728-MSG

- - -

THE WEISER LAW FIRM, P.C.	:	
and ROBERT B. WEISER, ESQ.,	:	VIDEO DEPOSITION
	:	
Plaintiffs,	:	UPON ORAL EXAMINATION
	:	
- VS -	:	OF
	:	
MICHAEL HARTLEIB,	:	JAMES FICARO, ESQ.
	:	
Defendant.	:	
	:	
- - - - -	:	

TRANSCRIPT OF VIDEO DEPOSITION, taken by
and before JAMES HOPPER, a Registered Professional
Reporter and Notary Public, via Zoom Video
Communications, on Friday, May 6, 2022, commencing
at 10:15 a.m.

- - -

ERSA COURT REPORTERS
30 South 17th Street
United Plaza - Suite 1520
Philadelphia, Pennsylvania 19103
(215) 564-1233

JAMES FICARO, ESQ.

1

2 APPEARANCES:

3

4

SILVERANG, ROSENZWEIG & HALTZMAN, LLC

BY: PHILIP ROSENZWEIG, ESQUIRE

5

BY: KEVIN MCGOWAN, ESQUIRE

Woodlands Center, Suite 300

6

900 East Eighth Avenue

King of Prussia, Pennsylvania 19406

7

Counsel for the Plaintiffs

8

9

GOLDBERG, MILLER & RUBIN, P.C.

10

BY: TYSON MOTT, ESQUIRE

The North American Building

11

121 South Broad Street, Suite 1600

Philadelphia, Pennsylvania 19107

12

Counsel for the Defendant

13

14

15 ALSO PRESENT:

16

BOB ODELL, Videographer

17

ERSA Court Reporters

18

MICHAEL HARTLEIB, Defendant

19

20

21

22

23

24

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1200

JAMES FICARO, ESQ.

3

1 - - -

2

3 I N D E X

4 WITNESS PAGE

5 JAMES FICARO, ESQ.

6

7 By Mr. Mott 6

8

9 - - -

10

11

12 E X H I B I T S

13

14 LETTER	DESCRIPTION	PAGE MARKED	PAGE ATTACHED
-----------	-------------	----------------	------------------

15 Exhibit A	First Amended Complaint	12	128
--------------	----------------------------	----	-----

16

Exhibit B	Big Lots Docket	43	129
-----------	-----------------	----	-----

17

Exhibit C	12/20/16 Email Chain	82	130
-----------	----------------------	----	-----

18

Exhibit D	Weiser v. Stecker Complaint	90	131
-----------	--------------------------------	----	-----

19

20 Exhibit E	Ficaro Affidavit	109	132
--------------	------------------	-----	-----

21

22

23 - - -

24

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1201

JAMES FICARO, ESQ.

4

1 (By agreement of counsel, the
2 witness will be sworn in remotely via Zoom
3 Video Communications; all objections,
4 except as to the form of the question,
5 have been reserved until the time of
6 trial.)

7 - - -

8 THE VIDEOGRAPHER: The time is
9 now 10:15. The following is a video
10 deposition. My name is Bob Odell from
11 ERSA Court Reporting in Philadelphia,
12 Pennsylvania.

13 This deposition is being taken
14 on May 6, 2022, and this deposition is for
15 the United States District Court of the
16 Eastern District of Pennsylvania, Civil
17 Action No. 2:19-CV-02728-MSA (sic) in the
18 case of The Weiser Law Firm, P.C., et al.
19 versus Michael Hartleib.

20 Present for the taking of this
21 video deposition are the deponent, James
22 Ficaro, and Counsel, who will now
23 introduce themselves.

24 MR. MOTT: Tyson Mott for

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1202

JAMES FICARO, ESQ.

5

1 Defendant Michael Hartleib. I'd also note
2 for the record that Michael Hartleib is
3 attending via telephone.

4 MR. ROSENZWEIG: And it's Phil
5 Rosenzweig and Kevin McGowan from
6 Silverang Rosenzweig & Haltzman on behalf
7 of the plaintiffs, The Weiser Law Firm and
8 Rob Weiser.

9 And let me note from the outset
10 that Mr. Ficaro is an attorney with The
11 Weiser Law Firm; therefore, he is being
12 represented as part of my clients this
13 morning, and I will be acting accordingly.

14 THE VIDEOGRAPHER: Thank you,
15 Counsel. The court reporter is Jim Hopper
16 of ERSA, and the court reporter will now
17 swear in the witness.

18 (At this time, the court
19 reporter administered the oath to the
20 witness.)

21 THE VIDEOGRAPHER: We can't hear
22 him. Did you guys hear him?

23 MR. ROSENZWEIG:

24 THE WITNESS: Do you hear me

JAMES FICARO, ESQ.

6

1 now?

2 MR. ROSENZWEIG: Yes. Now, we
3 can hear you, although it's fairly low,
4 Jimmy. So maybe -- is there a way to turn
5 up volume?

6 THE WITNESS: My volume is all
7 the way up.

8 MR. ROSENZWEIG: Okay. There
9 you go. That's -- that's great right
10 there.

11 - - -

12 JAMES FICARO, having been duly
13 sworn, was examined and testified as
14 follows:

15 - - -

16 THE VIDEOGRAPHER: We will now
17 begin questioning.

18 BY MR. MOTT:

19 Q. Good morning, Mr. Ficaro.

20 A. Good morning.

21 Q. My name is Tyson Mott, and as we just said
22 on the record, I represent Mr. Hartleib in this
23 matter.

24 You are currently an employee for The

JAMES FICARO, ESQ.

7

1 Weiser Law Firm, correct?

2 A. Yes.

3 Q. Okay. And what is your current job title?

4 A. I'm a partner.

5 Q. And when did you become a partner?

6 A. 2018, I think.

7 Q. And prior to becoming a partner, what was
8 your position?

9 A. I was an associate.

10 Q. How long did you have the title of
11 associate at The Weiser Law Firm?

12 A. Seven years. If I remember correctly,
13 about 2018 was when I was made a partner, generally.

14 Q. And I apologize, I just had a little
15 trouble hearing. You said seven years?

16 A. Yes.

17 Q. Okay. As a partner, do you have any
18 ownership interest in the firm?

19 A. I do not.

20 Q. Any other kind of equitable interest in
21 the firm?

22 A. No.

23 MR. ROSENZWEIG: Objection as to
24 form. I don't know what equitable

JAMES FICARO, ESQ.

8

1 interest means.

2 BY MR. MOTT:

3 Q. And how long -- well, strike that.

4 Are -- you are a practicing attorney?

5 A. Yes.

6 Q. How long have you been practicing?

7 A. Since 2010.

8 Q. Did you work anywhere else as an attorney
9 prior to coming to The Weiser Law Firm?

10 A. No.

11 Q. Where did you go to law school?

12 A. Temple University.

13 Q. And what year did you graduate?

14 A. 2010.

15 Q. And what are your current areas of
16 practice at The Weiser Law Firm?

17 A. I work in the shareholder securities
18 department. We handle derivative actions,
19 securities class actions.

20 Q. And is that the department that you've
21 always worked in?

22 A. Yes. More recently the department has
23 merged. When I began, we were a bit more siloed to
24 the extent where I was focused almost purely on

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1206

JAMES FICARO, ESQ.

9

1 class actions and not derivative actions until just
2 the past six years or so.

3 Q. Do you do any work in the practice area
4 qui tam cases?

5 A. Very little. I have. I'm probably
6 involved in only one active qui tam action at the
7 moment, but I help out if needed.

8 Q. Have you ever seen the original Complaint
9 or Amended Complaint in this action that we're here
10 for today?

11 A. I don't remember.

12 Q. Did you review any documents in
13 preparation for today's deposition?

14 A. I did not.

15 Q. Did you have any role in the Sprint
16 derivative litigation case that is -- well, I'll
17 just leave it at that. Did you have any role within
18 The Weiser Law Firm in the Sprint derivative
19 litigation?

20 A. Not until the case was settled. I was
21 involved in some settlement paperwork submitted to
22 the court, but I was not involved in the litigation
23 or settlement of the action.

24 Q. Are you currently involved in an active

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1207

JAMES FICARO, ESQ.

10

1 derivative litigation?

2 A. Yes.

3 Q. Generally, how does the firm locate
4 potential derivative clients or representative
5 plaintiffs for derivative cases?

6 A. We have relationships with other attorneys
7 in the bar and those outside the bar who know us,
8 know what we do, and sometimes they come to us.
9 They know that there's an existing -- for example,
10 maybe a class action that they've heard about or
11 read about, say that they have a client or an
12 acquaintance or someone who's interested in speaking
13 to an attorney about their rights, and then we'll
14 have a discussion with them.

15 If we're interested in the case, we'll
16 explain to them what we think the cause of action
17 might be, see if they're interested in
18 participating, and if so, then we move forward.

19 Q. Does the firm use any kind of formal
20 referral service to locate potential representative
21 plaintiffs?

22 A. No. Not that I'm aware of.

23 Q. When you mentioned other parties, non-firm
24 parties I guess I should say, can you provide an

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1208

JAMES FICARO, ESQ.

11

1 example of a non-attorney or non-firm referral?

2 MR. ROSENZWEIG: Okay. So I
3 object to the question as to form. I
4 object to the fact that it's a compound
5 question, and I object to the fact that it
6 mischaracterizes his testimony. So,
7 Mr. Mott, try again.

8 MR. MOTT: Sure.

9 BY MR. MOTT:

10 Q. What are the other sources of referrals
11 other than firms and attorneys?

12 A. Oh, then I misspoke if you got the wrong
13 idea. That's -- we're always -- any client that's
14 referred to us is always through an attorney.

15 Q. Are you familiar with an attorney by the
16 name of Bruce Murphy?

17 A. Only through this action.

18 Q. Have you ever had any interaction with
19 Bruce Murphy?

20 A. No.

21 Q. Had you ever heard the name before this
22 action?

23 A. I don't think so, no.

24 MR. MOTT: I've just placed on

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1209

JAMES FICARO, ESQ.

12

1 the screen what we'll mark as Exhibit A,
2 and it is the First Amended Complaint in
3 this case.

4 (At this time, Exhibit A was
5 marked for identification.)

6 BY MR. MOTT:

7 Q. And you don't recall whether you've ever
8 seen this document before?

9 MR. ROSENZWEIG: Objection as to
10 form. You had previously asked him about
11 the Complaint, not the Amended Complaint.

12 THE WITNESS: Yeah. It's
13 possible I saw a draft at one point, but I
14 don't recall ever seeing this final filed
15 version.

16 MR. MOTT: Okay.

17 BY MR. MOTT:

18 Q. Now, beginning on paragraph 11, it begins
19 referencing the Sprint Securities class action and
20 the derivative case. And if you could just read
21 through paragraph 11 and 12 and let me know when
22 you're done, and I'll go on to the next page.

23 A. I'm ready.

24 Q. Let me know when you finish paragraph 14.

JAMES FICARO, ESQ.

13

1 A. I'm finished.

2 Q. Okay. So paragraph 14 references a law
3 firm's investigation -- or, The Weiser Law Firm's
4 investigation into the Sprint/Nextel merger and
5 resulting write-downs.

6 Were you a part of any investigation into
7 the Sprint/Nextel merger and the write-downs?

8 A. No. I was still in law school in 2008.

9 Q. When was the first name -- when was the
10 first time you heard the name Michael Hartleib?

11 A. I suppose it was during the settlement
12 process in the Sprint action.

13 Q. Do you recall approximately when that was?

14 A. I do not.

15 Q. When the Sprint derivative case was in the
16 settlement stages, did you have any role in any of
17 the negotiation process or was your -- well, I'll
18 just leave it there. Did you have any role in the
19 negotiation process?

20 A. No.

21 Q. Did you assist in preparation for any of
22 the mediations that took place?

23 A. No.

24 Q. Did you attend any of the mediations that

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1211

JAMES FICARO, ESQ.

14

1 took place?

2 A. No.

3 Q. Does The Weiser Law Firm have any
4 consulting agreements with any person or entity
5 regarding shareholder derivative cases?

6 MR. ROSENZWEIG: Objection as to
7 form.

8 THE WITNESS: Not that I'm aware
9 of.

10 BY MR. MOTT:

11 Q. The settlement paperwork that was involved
12 in the Sprint litigation case that you assisted
13 with, did that include the Motion For Settlement
14 Approval?

15 MR. ROSENZWEIG: Can you read
16 that back, please?

17 (At this time, the court
18 reporter read back from the record as
19 requested.)

20 MR. ROSENZWEIG: Thank you.

21 THE WITNESS: Yes.

22 BY MR. MOTT:

23 Q. And would that have included any
24 declarations prepared by The Weiser Law Firm in

JAMES FICARO, ESQ.

15

1 support of that settlement?

2 A. I can't recall if I drafted any of the
3 declarations, but I almost certainly would have seen
4 it prior to its filing.

5 Q. Would you have -- would you have assisted
6 with the -- with any documents in support of a fee
7 award in the Sprint case?

8 A. Probably, yes.

9 Q. When The Weiser Firm submits documents in
10 support of a fee petition, including -- that
11 includes the total hours spent on a particular
12 action, how does it make those calculations?

13 MR. ROSENZWEIG: Objection as to
14 form.

15 THE WITNESS: As attorneys, we
16 have to enter our time into our system
17 here.

18 BY MR. MOTT:

19 Q. And was there a specific system in place
20 that was used in the Sprint case?

21 A. There was a system. We've kind of
22 switched between some during my tenure, so I don't
23 remember exactly what it was at that time.

24 Q. Okay. What is the current system?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1213

JAMES FICARO, ESQ.

16

1 A. We use LEAP it's called, L-E-A-P.

2 Q. What other systems has the firm used
3 during your time?

4 A. There was one -- it was QuickTime or
5 QuickBooks, something like that, and then earlier in
6 my tenure attorneys individually tracked their own
7 time and we submitted it to the office manager to be
8 formally in place. So I don't really recall what
9 the name of that system was at the time.

10 Q. Do you know who the office manager was
11 during that time period?

12 A. No, I do not.

13 Q. And during that time period when it would
14 be submitted to the office manager, how would you
15 track your time?

16 MR. ROSENZWEIG: Objection as to
17 form.

18 THE WITNESS: Via timesheets or
19 we used a spreadsheet for the day that was
20 printed out.

21 BY MR. MOTT:

22 Q. Would you fill it out by hand or type it
23 in on the computer?

24 A. Both.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1214

JAMES FICARO, ESQ.

17

1 Q. The QuickTime or QuickBooks program that
2 you would use, is that something that the firm would
3 maintain on its own, or was that a software that was
4 maintained by a third party?

5 A. I don't know.

6 Q. Do you know who the firm's current IT
7 provider is?

8 A. I believe it's ACE Technology, but that
9 may have changed recently. But that's what I think
10 it is.

11 Q. Do you know how long the firm has used ACE
12 Technology as its IT provider?

13 A. At least two or three years maybe.

14 Q. During your time with The Weiser Law Firm,
15 did you ever work with Jeffrey Silow?

16 A. Yes.

17 Q. Prior to 2017 -- well, strike that.

18 Prior to becoming a partner at The Weiser
19 Law Firm, would you work as the handling attorney
20 for shareholder derivative cases?

21 MR. ROSENZWEIG: Objection as to
22 form. You can answer it if you understand
23 it.

24 THE WITNESS: Yeah. If you

JAMES FICARO, ESQ.

18

1 could clarify that for me, please.

2 BY MR. MOTT:

3 Q. Yes.

4 A. I don't know what you mean by --

5 Q. Would you --

6 A. -- handling attorney.

7 Q. Would you ever be -- well, strike that.

8 For any particular shareholder derivative
9 case, is there a lead attorney at the firm handling
10 the case?

11 A. Now?

12 Q. Yes.

13 A. Yes. That's me now.

14 Q. Okay. How long have you served in that
15 role?

16 A. By fall of 2019.

17 Q. Prior to the fall of 2019, who served in
18 that role at The Weiser Law Firm?

19 A. That role didn't exist prior to 2019 in
20 the way it does now.

21 Q. Prior to the fall of 2019, did you
22 supervise any other attorneys at The Weiser Law
23 Firm?

24 A. No.

JAMES FICARO, ESQ.

19

1 Q. Since the fall of 2019, do you supervise
2 any attorneys at The Weiser Law Firm?

3 A. No.

4 Q. Is there an attorney at The Weiser Law
5 Firm that you currently report to directly?

6 A. Robert Weiser.

7 Q. Anyone else?

8 A. No.

9 Q. Prior to the fall of 2019, was there
10 anyone at The Weiser Law Firm that you reported to
11 directly?

12 A. Yes.

13 Q. And who was that?

14 A. It was always Robert Weiser. Brett
15 Stecker was senior to me. When I -- earlier than
16 that, there was an attorney named Joseph Profy when
17 we were doing -- that was back in like 2013-14, and
18 2011-2012, there was an attorney named Henry Young.

19 Q. Prior to the fall of 2019, who was
20 primarily responsible for the shareholder derivative
21 cases at The Weiser Law Firm?

22 A. Robert Weiser.

23 Q. Who would review -- well, strike that.

24 Who would make decisions, final decisions,

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1217

JAMES FICARO, ESQ.

20

1 in terms of strategy in shareholder derivative cases
2 prior to the fall of 2019?

3 A. I would say it was usually collectively
4 decided.

5 Q. Collectively decided by who?

6 A. By the individual attorneys, like, working
7 that case, so it could be a discussion between
8 myself, Brett Stecker, and Robert Weiser, and then a
9 mutual decision would be made.

10 Q. Prior to the settlement proceedings in the
11 Sprint derivative case, did you stay informed as to
12 how the case was progressing?

13 A. No.

14 Q. Prior to the settlement proceedings, would
15 you have any interaction or communications with the
16 other plaintiffs' firms involved in that case?

17 A. Not about that case, no.

18 Q. I'm going to talk a little bit about kind
19 of the day-to-day operations at the firm prior to
20 COVID. Prior to COVID, would you work primarily in
21 the office?

22 A. Yes.

23 Q. Prior to COVID, approximately how many
24 hours a week would you be in the office?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1218

JAMES FICARO, ESQ.

21

1 MR. ROSENZWEIG: I'm going to
2 object. Mr. Mott, I'm waiting for you to
3 ask questions that are really related to
4 the gravidum of this case or any of the
5 claims in this case, and other than with
6 respect to a couple of questions about the
7 Sprint derivative action, I fail to see
8 how these questions relate to anything in
9 this case.

10 And, of course, you get some
11 latitude, but you don't get to ask
12 questions that are meaningless. So I'm
13 just going to say that. It's on the
14 record, and I'm going to lose patience
15 with questions that are not designed to
16 reasonably lead to anything discoverable
17 or relevant.

18 Please continue.

19 THE WITNESS: I would say
20 between 50 and 70 hours a week.

21 BY MR. MOTT:

22 Q. Prior to COVID, would Robert Weiser work
23 primarily in the office?

24 A. Yes.

JAMES FICARO, ESQ.

22

1 Q. Did he maintain similar hours?

2 A. I don't know.

3 Q. Without inquiring as to anything that may
4 have been said, have you ever had any contact with
5 Monica Ross-Williams?

6 A. (Inaudible.)

7 MR. ROSENZWEIG: That was
8 inaudible, Jimmy.

9 THE WITNESS: Yes, I've spoken
10 to her.

11 BY MR. MOTT:

12 Q. Approximately, how many times would you
13 say you have communicated with Monica Ross-Williams?

14 A. I can only remember one instance.

15 Q. And when did that occur?

16 A. I believe it was when she received the
17 subpoena to testify in this matter.

18 Q. And at that time, did you -- did your
19 office represent her?

20 A. I don't know.

21 Q. And what did she tell you when she
22 contacted you regarding the subpoena?

23 A. She was letting me know that she had
24 received it.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1220

JAMES FICARO, ESQ.

23

1 Q. And what did you say in response?

2 A. I would let The Weiser Firm's attorneys
3 know, but I assumed they'd also been served a
4 courtesy copy.

5 Q. Did The Weiser Law Firm assist in any way
6 in procuring counsel for her to represent her at the
7 deposition in this case?

8 A. Yes.

9 Q. Did they refer her to the counsel that
10 represented her at the deposition?

11 A. I don't know.

12 Q. Do you know if The Weiser Law Firm paid
13 for her counsel to represent her at the deposition?

14 A. I do not know.

15 Q. Did you have any role in the preparation
16 of Ms. Ross-Williams' declarations that were a part
17 of the Sprint proceedings?

18 A. I don't recall drafting them, but again, I
19 would have seen them before they were filed.

20 Q. Do you know who drafted them?

21 A. I don't know.

22 Q. Do you know how Monica Ross-Williams came
23 to be a client of The Weiser Law Firm for the Sprint
24 case?

JAMES FICARO, ESQ.

24

1 A. Yeah. I believe she was referred by
2 Mr. Murphy.

3 Q. Do you have any idea how Mr. Murphy
4 located Monica Ross-Williams?

5 A. I do not.

6 Q. When was the first time you worked with
7 Jeffrey Silow?

8 A. I think I was working a case that he was a
9 document reviewer on was a derivative action on
10 behalf of 5th Street Corporation.

11 Q. And was The Weiser Law Firm lead counsel
12 or co-lead counsel in the 5th Street litigation?

13 A. I don't know.

14 Q. Do you know who hosted the document review
15 in the 5th Street litigation?

16 A. No.

17 Q. Did you supervise any of Jeffrey Silow's
18 work in the 5th Street litigation?

19 A. I'm not sure I understand.

20 Q. Did you give Jeffrey Silow any assignments
21 in the 5th Street litigation?

22 A. Me personally, no.

23 Q. Who would he report to at The Weiser Law
24 Firm regarding the 5th Street litigation?

JAMES FICARO, ESQ.

25

1 A. Well, during that litigation there would
2 be biweekly, document-review conference calls where
3 all the reviewers would get on, report any
4 interesting documents they had or discovered or
5 reviewed and they marked as hot or had warranted
6 some sort of upper level review, have a general
7 discussion about what they were seeing in the
8 documents, but I don't recall ever fielding like a
9 personal call from him regarding something he found
10 in the documents for example.

11 Q. Would you attend those conference calls?

12 A. Yes.

13 Q. Was there a particular firm or office who
14 would host those conference calls?

15 A. I can't remember.

16 Q. Was the document review in the 5th Street
17 case performed using Relativity software?

18 A. (Inaudible.)

19 Q. I'm sorry. You were inaudible again. We
20 didn't catch your response.

21 A. I'm sorry that keeps happening. I'm -- I
22 use this computer for Zoom all the time.

23 I don't recall what the software was.

24 Q. Did you perform any document review in the

JAMES FICARO, ESQ.

26

1 5th Street litigation?

2 A. I don't think so.

3 Q. When did you -- well, strike that.

4 You're aware that -- well, strike that.

5 Are you aware of Jeffrey Silow's disbarred
6 status as a practicing attorney in Pennsylvania?

7 A. As I sit here today, yes, I am.

8 Q. Okay. And when did you first become aware
9 of that?

10 A. Same day the rest of the firm did. I
11 don't know the day. Early 2017.

12 Q. And how did you become aware of it?

13 A. I was in a meeting in Rob Weiser's office
14 with Brett Stecker. We generally would have these,
15 like, daily check-in meetings to, like, review what
16 was happening in active cases, and he received --
17 Mr. Weiser received a phone call from someone, I
18 don't know who, asking for Mr. Silow's bar number.
19 Mr. Weiser told him he would get it to him and be
20 back in touch.

21 He then told me and Mr. Stecker what the
22 question was. Because I had been corresponding with
23 Mr. Silow in the 5th Street case, I had my phone
24 with me, and I sent him a quick email asking for his

JAMES FICARO, ESQ.

27

1 bar number. He sent it back pretty quick, or he
2 sent back a bar number pretty quick to be more
3 accurate. I gave that to Rob, and then our meeting
4 had more -- was more or less near the end and had
5 ended.

6 So I guess to continue the story, it was
7 right around lunchtime. I remember Brett and I were
8 having lunch downstairs in the office, and Rob came
9 down the stairs and said that -- you know, he's
10 like, you won't believe this, that as soon as
11 Mr. Silow had sent me the email, we had left the
12 office, that Mr. Silow had called Rob and told him
13 the truth, that he had been disbarred and that that
14 bar number was not his, in fact.

15 Q. Do you still have that original email you
16 sent to Jeffrey Silow where you asked him for his
17 bar number?

18 A. I must. I mean, I assume it's archived
19 somewhere. I don't know.

20 Q. Okay. When was the last time you saw that
21 email?

22 A. I don't recall ever seeing it. I mean, I
23 sent it.

24 Q. How about Mr. Silow's response to that

JAMES FICARO, ESQ.

28

1 email, do you -- have you -- when was the last time
2 you saw that?

3 MR. ROSENZWEIG: Objection as to
4 form.

5 THE WITNESS: I guess when he
6 sent it.

7 BY MR. MOTT:

8 Q. Do you -- does The Weiser Law Firm still
9 have that email somewhere?

10 A. I don't --

11 MR. ROSENZWEIG: I'm going to
12 intervene here. So, Tyson, I can tell you
13 I've never seen that email, and it was not
14 amongst any of the documents we reviewed
15 when we reviewed emails. I'm not telling
16 you it doesn't exist. I've never -- I've
17 never seen it.

18 MR. MOTT: And I'm not trying to
19 imply that you've seen the document --

20 MR. ROSENZWEIG: I --

21 MR. MOTT: -- or are withholding
22 a document.

23 MR. ROSENZWEIG: I'm just
24 letting you know that this email is, you

JAMES FICARO, ESQ.

29

1 know, news to me as well.

2 BY MR. MOTT:

3 Q. If you were to go back and attempt to look
4 for that email, how would you do it, the one from
5 Mr. Silow?

6 A. Old emails -- I'm not certain. I don't
7 really know what I would do. I mean, that's a long
8 time ago, and I know our system archives in some way
9 every two years. So I don't know exactly how we
10 would go about getting that done.

11 Q. Do you know who maintains the archives?

12 A. No.

13 Q. Do you know if it's handled internally by
14 the firm?

15 A. I do not know.

16 Q. Is there a particular email program or
17 application that The Weiser Law Firm uses?

18 A. I use Outlook. I presume everyone else in
19 the firm does too, but I don't know that it's
20 required in order to access our email.

21 Q. When you sent the original email to Silow,
22 was that from a computer at the office or from a
23 mobile device or something else?

24 A. I believe it was from my phone as I was

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1227

JAMES FICARO, ESQ.

30

1 not in front of my desk at the time.

2 Q. Does the -- did The Weiser Law Firm ever
3 employ an individual by the name of Archita Patel?

4 A. Yes.

5 Q. And does Archita Patel still work for The
6 Weiser Law Firm?

7 A. No.

8 Q. And when did Archita Patel leave The
9 Weiser Law Firm?

10 A. 2020.

11 Q. Do you know approximately when in 2020?

12 A. Oh, I don't know.

13 Q. Do you know if it was -- strike that.

14 What was Archita Patel's position at The
15 Weiser Law Firm?

16 A. She was a paralegal.

17 Q. Was that always her position?

18 A. Yes.

19 Q. Do you know why she left?

20 A. Yes.

21 Q. And why did she leave?

22 A. She was terminated.

23 Q. And why was she terminated?

24 A. Poor performance.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1228

JAMES FICARO, ESQ.

31

1 Q. How long did she work there?

2 A. I don't know. Only a couple years.

3 Q. Did she work for The Weiser Law Firm
4 during the Sprint settlement proceedings?

5 A. I don't think so.

6 Q. Did The Weiser Law Firm ever employ an
7 individual by the name of Jonathan Zimmerman?

8 A. Yes.

9 Q. What was Jonathan Zimmerman's role with
10 The Weiser Law Firm?

11 A. He was an associate for pretty much all
12 the practice groups, so he did a lot of
13 whistleblower work, the qui tam actions we talked
14 about before, some derivative actions, and some
15 class cases.

16 Q. And is he still with the firm?

17 A. He is not.

18 Q. Do you know approximately when he left?

19 A. Approximately, I would say 2017-2018.

20 Q. And do you know why he left?

21 A. Yeah. His wife finished medical school
22 and got a residency in New York, and they moved to
23 New York City.

24 Q. In the 5th Street litigation, did you ever

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1229

JAMES FICARO, ESQ.

32

1 review the timesheets submitted by Jeffrey Silow?

2 A. No.

3 Q. Do you know who at The Weiser Law Firm --
4 well, strike that.

5 Did anyone at The Weiser Law Firm review
6 Jeffrey Silow's timesheets in the 5th Street case?

7 A. I don't know.

8 Q. Did you ever approve any of Jeffrey
9 Silow's timesheets in any litigation?

10 A. I don't know what you mean by approve.
11 I -- I don't think I ever saw any timesheets from
12 Mr. Silow during that litigation.

13 Q. Have you ever seen a timesheet submitted
14 by Jeffrey Silow?

15 A. Yes.

16 Q. And would that have been as part of any
17 particular litigation?

18 A. I think in the Sprint case through the
19 settlement process, when the judge asked for the
20 hours to be presented in camera, I recall seeing
21 his -- timesheet's really the wrong word. With --
22 more like the invoices, the number of hours he said
23 he worked and on what days, but it was not a kind of
24 formal Weiser Law Firm timesheet. It was just a

JAMES FICARO, ESQ.

33

1 timesheet he had created and submitted to us for
2 payment.

3 Q. And what would that -- well, strike that.
4 Was that a digital document?

5 A. When I saw it, it was a hardcopy.

6 Q. Outside of the Sprint litigation, have you
7 ever seen a timesheet of Jeffrey Silow?

8 A. No.

9 Q. At any point in your role with The Weiser
10 Law Firm, did you ever approve payment to Mr. Silow
11 for a timesheet that was submitted?

12 A. No.

13 Q. Who at The Weiser Law Firm would approve
14 payments to Mr. Silow?

15 A. I don't know.

16 Q. Who at The Weiser Law Firm would be
17 responsible for actually delivering payment to
18 Mr. Silow?

19 MR. ROSENZWEIG: Objection as to
20 form.

21 THE WITNESS: I don't know.

22 BY MR. MOTT:

23 Q. Has The Weiser Law Firm retained document
24 reviewers other than Jeffrey Silow?

JAMES FICARO, ESQ.

34

1 A. Not that I can recall, no. Certainly not
2 in any derivative action that I was a part of.

3 Q. Do you know what the outcome of the --
4 well, strike that.

5 Do you know how the Court ruled on the
6 motion to approve the settlement in the Sprint case?

7 A. Yes.

8 Q. Did it approve the fee award?

9 A. Not the agreed-to fee award, no.

10 Q. Okay. And do you know the difference
11 between the fee requested and the fee that the Court
12 approved?

13 A. Yes.

14 Q. And approximately what was the difference
15 between what was proposed and what was -- what was
16 approved?

17 A. A couple million dollars, a few million
18 dollars.

19 Q. Did you assist in putting together the
20 billing submissions to the Court in the Sprint case
21 for in-camera review?

22 A. Yes.

23 Q. Did you assist in putting the actual
24 documents together?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1232

JAMES FICARO, ESQ.

35

1 A. No. It was more printing everything out,
2 making like a PDF of everything to submit. It was
3 more formatting and administrative than it was
4 really anything else.

5 Q. And what was submitted to the Court for
6 in-camera review, was that sent in PDF format?

7 A. I believe so. I believe --

8 MR. ROSENZWEIG: Objection as to
9 form.

10 THE WITNESS: I believe that was
11 a requirement of the judge's order or his
12 individual practices that it had to be
13 submitted via PDF.

14 BY MR. MOTT:

15 Q. Do you know who submitted it to the Court?

16 A. I assume local counsel, but I don't know.

17 Q. Do you know who provided it to local
18 counsel?

19 A. No.

20 Q. Was it a single PDF or multiple PDFs?

21 A. I don't know.

22 Q. Did you ever see the PDF or PDFs before
23 they went to local counsel?

24 MR. ROSENZWEIG: I'm going to

JAMES FICARO, ESQ.

36

1 jump in here again and just note that you
2 are continuing to ask questions that are
3 irrelevant to this litigation and anything
4 that is possibly relevant and, therefore,
5 is beyond the bounds of legitimate
6 discovery. Mr. Mott, please ask questions
7 that are relevant to the claims in this
8 case.

9 THE WITNESS: I don't remember.

10 BY MR. MOTT:

11 Q. Did you see any other timesheets or
12 invoices or spreadsheets from The Weiser Law Firm
13 related to the time that was submitted in the Sprint
14 case?

15 MR. ROSENZWEIG: Objection as to
16 form.

17 THE WITNESS: I don't remember.

18 BY MR. MOTT:

19 Q. Did anyone assist you in the
20 administrative work regarding the timesheets that
21 were submitted for in-camera review?

22 A. Not that I can recall.

23 Q. The PDFs or PDF that was put together for
24 in-camera review, do you know if Robert Weiser ever

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1234

JAMES FICARO, ESQ.

37

1 saw those documents before they were provided to the
2 Court?

3 A. I don't know.

4 Q. Do you know if they were ever provided to
5 him?

6 A. I don't know.

7 Q. How about Brett Stecker? Do you know if
8 Brett Stecker ever reviewed those PDFs before they
9 were provided to local counsel or the Court?

10 A. I don't know.

11 Q. Have you ever seen the Wall Street Journal
12 article about the Court's reduction in the fee award
13 in the Sprint case?

14 A. Yes.

15 Q. When was the first time you saw that,
16 approximately?

17 A. I believe it was the day it came out.

18 Q. Did you have any conversations with Robert
19 Weiser about that article?

20 A. Not that I can recall.

21 Q. Did he ever say anything to you about the
22 article?

23 A. No.

24 Q. I've just placed on the screen Exhibit A

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1235

JAMES FICARO, ESQ.

38

1 on a different section, page 17 of the First Amended
2 Complaint, and I'll direct you to paragraph 84. If
3 you could just let me know when you're done reading
4 that.

5 A. I've read paragraph 84.

6 Q. Okay. Did you have any interaction with
7 the public relations firm that The Weiser Law Firm
8 hired in response to the Wall Street Journal
9 article?

10 A. I did not.

11 Q. Do you know the name of the public
12 relations firm?

13 A. I do not.

14 Q. Did anyone from the Wall Street Journal
15 ever contact you about the Sprint case?

16 A. No.

17 Q. Has anyone from the -- any press ever
18 contacted you about the Sprint case?

19 A. No.

20 Q. Did The Weiser Law Firm represent a
21 plaintiff in the Big Lots shareholder derivative
22 case?

23 A. Yes.

24 Q. Do you recall the name of the plaintiff?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1236

JAMES FICARO, ESQ.

39

1 A. I think that's Alan Brosz, B-R-O-S-Z, I
2 believe.

3 Q. And who was the attorney at The Weiser Law
4 Firm primarily responsible for the Big Lots case?

5 A. Again, primarily responsible's kind of
6 tough with the way we were working things. It was
7 very collaborative, but I know Brett Stecker was
8 involved in the case from beginning to end. He may
9 have been the one attorney that was involved for the
10 entirety of it, so I would say him.

11 Q. Were you involved at all in the settlement
12 process in the Big Lots case?

13 A. I don't remember.

14 Q. Did you attend any hearings or -- well,
15 strike that.

16 Did you attend any hearings in the Big
17 Lots case?

18 A. Yes.

19 Q. Do you know approximately how many?

20 A. I think two. I remember attending the
21 final approval hearing and then a telephonic hearing
22 by the Court a few days after.

23 Q. What was the reason for the telephonic
24 hearing, if you know?

JAMES FICARO, ESQ.

40

1 A. Mr. Hartleib's email to the judge.

2 Q. And have you ever seen that email?

3 A. Yeah. I believe so. I think Mr. Hartleib
4 forwarded it to me along with Mr. Stecker and
5 Mr. Weiser and perhaps others.

6 Q. Do you know if you still have that email?

7 A. I have no idea.

8 Q. Did it include any attachments?

9 A. I don't know.

10 Q. Do you recall what it said?

11 A. Not exactly, no.

12 Q. Do you know the names of any individuals
13 who were copied on the email other than members of
14 The Weiser Law Firm?

15 A. I do not.

16 Q. During the telephone conference regarding
17 the email, did the Court quote any portion of it?

18 A. I don't remember.

19 Q. Do you know what the Court said, if
20 anything, about the email?

21 A. Yes. The Court started the teleconference
22 because -- saying that the reason he was convening
23 everyone was because of this email. He wanted to
24 know our thoughts about it, why it came, who the --

JAMES FICARO, ESQ.

41

1 who Mr. Hartleib was, was there -- if there was any
2 notion that he was a Big Lots shareholder and, if
3 so, why he had failed to meet the objection criteria
4 involved in the Big Lots settlement.

5 I explained to him what had happened at
6 Sprint, and the judge, I believe he just kind of
7 ended the call, like, thanks everyone for the
8 additional information. That's the best of my
9 recollection of how that call ended prior to his
10 issuance of an order approving that settlement and
11 that agreed-upon fee.

12 Q. And how did you explain what happened in
13 the Sprint case to the Court?

14 MR. ROSENZWEIG: Objection as to
15 form and objection as to the use of the
16 term "how." The question --

17 MR. MOTT: Well, okay.

18 MR. ROSENZWEIG: -- is
19 ultimately --

20 MR. MOTT: I'll rephrase.

21 BY MR. MOTT:

22 Q. What was your explanation to the Court as
23 to what happened in the Sprint case?

24 A. I believe I summarized the facts, that

JAMES FICARO, ESQ.

42

1 there was a settlement presented to the state court
2 in Kansas, that Mr. Hartleib was an objector, that
3 he objected to the relief provided in the settlement
4 as well as, you know, the nature of those corporate
5 reforms and their value and whether they warranted
6 the release being offered by shareholders, that he
7 disagreed with the amount of attorneys' fees, he
8 disagreed with the amount of hours spent.

9 And that -- I told the judge that the
10 settlement was ultimately approved, that the
11 attorneys' fees weren't reduced in that case, and
12 that I was happy to answer any other questions he
13 had.

14 Q. And did the Court have any follow-up
15 questions for you?

16 A. No. Not that I can recall. It was a very
17 short teleconference.

18 Q. Did any of the other attorneys who
19 attended that call address the Court in any way
20 regarding what happened in the Sprint case or
21 Mr. Hartleib's email?

22 A. I don't remember.

23 Q. And did the Court in the Big Lots case
24 approve the proposed settlement?

JAMES FICARO, ESQ.

43

1 A. Yes.

2 Q. Did it reduce any fees?

3 A. No.

4 MR. MOTT: I've placed on your
5 screen a PDF of the docket from the Big
6 Lots case and --

7 MR. ROSENZWEIG: Are you going
8 to label this Exhibit B?

9 MR. MOTT: Yes.

10 (At this time, Exhibit B was
11 marked for identification.)

12 BY MR. MOTT:

13 Q. And the purpose for me asking you to take
14 a look at it is I'm going to ask you to follow along
15 with me through the entered counsel that are listed
16 on the docket and ask you to identify the attorneys
17 that were on the call that you are able to remember,
18 okay?

19 So if you could -- just going through from
20 the beginning and just begin reading through the
21 names, and if one jumps out at you as being on the
22 call, I just ask that you indicate it to me and just
23 let me know when you're ready for me to go on to the
24 next page, okay?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1241

JAMES FICARO, ESQ.

44

1 A. Yes. I am ready for page 2.

2 I believe David Wales was on that call,
3 but he was not at that firm.

4 Q. Yeah. It's my -- it's my understanding
5 that when you go to look up an old docket, it
6 will -- the entered counsel, their actual contacts
7 will update it with wherever they are currently, but
8 so I --

9 A. Oh, that's confusing.

10 Q. -- appreciate the clarification.

11 A. That's confusing, but okay.

12 Q. Yeah.

13 A. You can go to the next page.

14 Q. Do you recall what firm David Wales was
15 with at the time?

16 A. Bernstein Litowitz Berger & Grossmann.

17 Next page. Next page. Next page. Next
18 page. If these are all defendants, I can save you
19 some time. I don't recall which of the several
20 defense counsel in that case were on the call.

21 Q. Okay. And just to be clear, no one else
22 from your firm was on the call at the time?

23 A. No. It was just me.

24 Q. Do you know if anyone from Kessler Topaz

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1242

JAMES FICARO, ESQ.

45

1 Meltzer & Check were on the call?

2 A. I can't remember.

3 Q. Do you know if anyone from Kessler Topaz
4 Meltzer & Check attended the prior hearing?

5 A. I don't think so.

6 Q. Did any of the attorneys who were on the
7 call or who were copied on the email discuss or
8 communicate with you about that email in any way?

9 A. Like, prior to the call? Like, in
10 preparation --

11 Q. At any --

12 A. -- of the call?

13 Q. At any point before or after the call.

14 MR. ROSENZWEIG: I'm going to
15 object to the form. I mean, that's --
16 about anything during the entire portion
17 of the litigation and thereafter?

18 BY MR. MOTT:

19 Q. Has anyone other than the Court ever said
20 anything to you about this email that Michael
21 Hartleib sent to the Court in the Big Lots case?

22 A. Yes.

23 Q. Okay. And I'm not -- I'm not asking about
24 any privileged communications. Who discussed that

JAMES FICARO, ESQ.

46

1 email with you?

2 A. I don't remember.

3 Q. I'm placing on your screen what is Exhibit
4 28 to the First Amended Complaint. It is a two-page
5 email. Have you ever seen this email before?

6 A. I'm sure I have as I'm listed as a
7 recipient.

8 Q. All right. Was that your -- well, strike
9 that.

10 What is your current email address at The
11 Weiser Law Firm?

12 A. That one still works. We have like a --
13 my official email is JMF@WeiserLawFirm.com, but if
14 you were to send an email to JFicaro@WeiserLawFirm,
15 it would still come to us as well.

16 Q. Okay. And so, do you know what if
17 (inaudible) Mr. Stecker
18 BDStecker@WeiserLawFirm.com --

19 A. Would repeat that for me? You broke up a
20 little bit.

21 Q. -- was a functioning email address back
22 then? My apologies.

23 A. Could you repeat that for me? You broke
24 up.

JAMES FICARO, ESQ.

47

1 Q. The email address that's listed on here
2 for Mr. Stecker, was that a functioning email
3 address for The Weiser Law Firm around the time this
4 email was sent?

5 A. I don't know, because that's a different
6 format. I don't know.

7 Q. Do you recall -- well, strike that.
8 Approximately, when did you first see this
9 email?

10 A. Either the day it was sent -- I don't
11 see -- am I missing a date field here?

12 Q. You are not.

13 A. Okay. Either -- generally I read emails
14 pretty quickly, so either the day it was sent or
15 shortly thereafter.

16 Q. Do you recognize the names or email
17 addresses for the other recipients listed on this
18 document?

19 A. I do.

20 Q. Did you ever have any communications with
21 any of the individuals copied on this email about
22 its contents?

23 A. No.

24 Q. Did any of the recipients that are listed

JAMES FICARO, ESQ.

48

1 here ever reach out to you about the contents of the
2 email?

3 A. (Inaudible.)

4 MR. ROSENZWEIG: Jimmy, if you
5 said something, I couldn't hear it.

6 THE WITNESS: I don't remember.

7 BY MR. MOTT:

8 Q. Has Robert Weiser ever said anything to
9 you about this email?

10 A. I don't recall if we talked about this
11 specific email.

12 Q. How about Mr. Stecker?

13 A. I don't remember.

14 MR. ROSENZWEIG: Again, Jimmy,
15 pretty inaudible.

16 THE WITNESS: Can we take -- I
17 don't remember.

18 Can we take like a five-minute
19 break? We've been going for an hour, and
20 I might try and get some Air Pods going or
21 something to help out. Is that all right?

22 MR. MOTT: Yeah. Absolutely.

23 THE VIDEOGRAPHER: The time is
24 now 11:31. Going off video record.

JAMES FICARO, ESQ.

49

1 (At this time, a short break was
2 taken.)

3 THE VIDEOGRAPHER: The time is
4 now 11:40. We are back on video record.

5 BY MR. MOTT:

6 Q. Mr. Ficaro, I've placed on your screen
7 what has been marked as Exhibit 12 -- or, I'm sorry,
8 it was Exhibit 12 to the First Amended Complaint.
9 And this is an email from Mr. Hartleib from March 6,
10 2017, and it appears that you were again copied on
11 this email. Do you recall receiving this email?

12 A. No.

13 Q. Did Robert Weiser ever say anything to you
14 about this email?

15 A. I don't remember.

16 Q. Do you know if any of the individuals who
17 are also copied on this email, whether they ever
18 said anything to you about this email?

19 A. I don't recall having a conversation with
20 them about this email.

21 Q. Going ahead to Exhibit 14 of the First
22 Amended Complaint is another email from Mr. Hartleib
23 dated March 7, 2017. Do you recall receiving this
24 email?

JAMES FICARO, ESQ.

50

1 A. Yes.

2 Q. Did you ever have any conversations with
3 Robert Weiser about this email?

4 A. I don't remember.

5 Q. Did you have any conversations with any of
6 the individuals who were copied on this email about
7 its contents?

8 A. I did talk to Brett Stecker about the
9 contents of it. Whether it was brought about
10 because of this email specifically I don't know, or
11 I don't recall.

12 Q. Did you ever speak to Monica Ross-Williams
13 about this email?

14 A. I did not, no.

15 Q. I've now gone to Exhibit 15 of the First
16 Amended Complaint, which is another email from
17 Mr. Hartleib dated April 7, 2018. Do you recall
18 receiving this email?

19 A. No.

20 Q. Did you have any conversations with anyone
21 about the contents of this email?

22 A. I don't remember.

23 Q. Going now to Exhibit 16, it's an email
24 from Mr. Hartleib from April 12, 2017. Do you

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1248

JAMES FICARO, ESQ.

51

1 recall receiving this email?

2 A. Can you go to the next page? Is there
3 another page to this?

4 Oh, no, I don't.

5 Q. Did you ever have any conversations with
6 Jill Boren from the Court Chambers about Michael
7 Hartleib's contents -- contacts with the Court?

8 A. No. I never spoke with Ms. Boren.

9 Q. Do you know if anyone from The Weiser Law
10 Firm ever spoke to Ms. Boren about Mr. Hartleib's
11 contacts with the Court?

12 A. I don't know.

13 Q. Going to Exhibit 18, which is a May 19,
14 2018 email, have you ever seen this email?

15 MR. ROSENZWEIG: Tyson, what
16 exhibit to the Amended Complaint is it?

17 MR. MOTT: Exhibit 18.

18 MR. ROSENZWEIG: Thank you.

19 THE WITNESS: No, I don't recall
20 receiving this email.

21 BY MR. MOTT:

22 Q. Did you ever talk to Robert Weiser about
23 this email?

24 A. I don't think so, no.

JAMES FICARO, ESQ.

52

1 Q. Did you have any communications with any
2 of the other recipients of this email about its
3 contents?

4 A. No.

5 Q. Generally, do you recall having any
6 communications with the attorneys involved in the
7 Sprint case about the emails that were being sent by
8 Michael Hartleib?

9 A. Yes.

10 Q. And what communications did you have about
11 Michael Hartleib's emails?

12 A. Generally, we were so -- obviously, at
13 that point still in the appellate action there, so,
14 you know, our group was meeting and talking about
15 the case.

16 And, I mean, the conversations weren't
17 fairly specific. They were just like, you know,
18 Mr. Hartleib continues to send these emails, and
19 it's constant. I think at some point, you know,
20 there was like -- he just -- he was constant with it
21 and he's badgering the Court with his position, but
22 I don't recall everyone -- anyone ever having a
23 conversation with Ms. Boren about it.

24 Q. And what did the -- well, strike that.

JAMES FICARO, ESQ.

53

1 Did the other attorneys express any
2 concerns about the emails that were being sent by
3 Michael Hartleib?

4 A. I don't remember.

5 Q. What was Robert Weiser's reaction, if any,
6 to the emails being sent by Michael Hartleib?

7 A. I don't remember what his reaction was
8 exactly.

9 Q. Has any attorney or any firm ever
10 expressed an unwillingness to work with your office
11 due to the emails sent by Michael Hartleib?

12 A. Based on the emails alone?

13 Q. Yeah.

14 A. Not that I know of.

15 Q. Okay. Expanding the scope of that then,
16 has any attorney or law firm expressed an
17 unwillingness to work with your office due to
18 Michael Hartleib, whether it be from these emails,
19 filings, or any other action by Mr. Hartleib?

20 A. Yes.

21 Q. Okay. And what attorneys have expressed
22 an unwillingness to work with your office?

23 A. I know a gentleman by the name of William
24 Federman, F-E-D-E-R-M-A-N, from the law firm of

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1251

JAMES FICARO, ESQ.

54

1 Federman & Sherwood in Oklahoma City would not let
2 us also be co-lead counsel with him in an existing
3 action because he was worried that Mr. Hartleib
4 would -- even though he's maybe not a shareholder in
5 that corporation would show up and try and meddle
6 with the case.

7 Q. And what action was that?

8 A. I'm trying to remember. Cognizant, I
9 think.

10 Q. Can you spell that, please?

11 A. C-O-G-N-I-Z-A-N-T.

12 Q. Did he express this concern to anyone else
13 other than you that you know of?

14 A. To Rob Weiser.

15 Q. And how did he communicate this concern?

16 A. I'm not certain.

17 Q. Do you recall whether it was in writing or
18 over the phone or in person?

19 A. I don't know.

20 Q. Okay. Any other instances where someone
21 has expressed an unwillingness to work with your
22 office because of Michael Hartleib?

23 A. It was discussed a lot in cases that
24 started up kind of right after the Sprint case where

JAMES FICARO, ESQ.

55

1 we heard about it a lot. There was a lot of phone
2 calls I was on where people would mention it, they
3 would raise it, they would send me the Wall Street
4 Journal article.

5 It was -- it's pretty evident that it was
6 known inside what is kind of a small world sort of
7 bar that Mr. Hartleib was following our firm or
8 trying to show up wherever we had cases and kind of
9 like, you know, just had become kind of infatuated
10 with our efforts.

11 Q. How many times did someone send you the
12 Wall Street Journal article?

13 A. Oh, I don't know. A few. Certainly a
14 few.

15 Q. Was that through email?

16 A. Yeah. Yes.

17 Q. Do you recall any particular occasion
18 where someone sent you the Wall Street Journal
19 article?

20 A. No. No.

21 Q. Do you know if Robert Weiser was also
22 copied on those emails?

23 A. I don't remember.

24 Q. Do you know the name of any of the

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1253

JAMES FICARO, ESQ.

56

1 attorneys who sent you the Wall Street Journal
2 article?

3 A. No, I can't remember.

4 Q. Do you know the name of any of the cases
5 where you were on a call and the name Michael
6 Hartleib was mentioned?

7 A. Yes.

8 Q. What cases were those?

9 A. Well, I know some of them are detailed in
10 that Complaint just from the pages you showed me, so
11 things like Equifax, you saw his previous email
12 about CenturyLink, Big Lots. Those were cases where
13 his name was mentioned on telephone call.

14 Q. Any other cases other than Big Lots,
15 Equifax and CenturyLink?

16 A. 5th Street. As far as the actual case
17 relevant to the conversation at the time, that's as
18 far as I can remember, but a lot of situations --
19 you know, we stay in touch with our bar pretty well,
20 pretty regularly. And there were folks who wanted
21 to talk about it whenever -- the next time I was on
22 a phone call with them independent of whether it was
23 about a specific case or not.

24 Q. When you would have calls in other cases

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1254

JAMES FICARO, ESQ.

57

1 with other attorneys and firms, would they ever
2 bring up the Wall Street Journal article?

3 A. Yes.

4 Q. Would any of the attorneys from other
5 firms on those calls also express an unwillingness
6 to work with your office because of the Wall Street
7 Journal article?

8 A. Not that specifically.

9 Q. Going back to the First Amended Complaint,
10 I'm beginning on paragraph 10 -- or page 10,
11 paragraph 59. It begins discussing Jeffrey Silow,
12 and I just ask that you read through beginning on
13 paragraph 59 and let me know when you're ready to go
14 to the next page.

15 A. I'm ready for the next page. Do I keep
16 going?

17 Q. If you could just read through to the end
18 of this page 11.

19 A. I'm finished.

20 Q. Okay. And now, looking at paragraph 64
21 specifically, it mentions notifying "the courts
22 sitting in every action in which Silow's hours were
23 included as part of an 'attorney ...' lodestar
24 calculation."

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1255

JAMES FICARO, ESQ.

58

1 Did you have any role in identifying the
2 cases that Jeffrey Silow worked on?

3 A. No.

4 Q. Did you assist in any way in notifying the
5 courts that were presiding over the cases that
6 Jeffrey Silow worked on?

7 A. Yes.

8 Q. And what was your role in notifying those
9 courts?

10 A. I either drafted or edited the letters
11 that were sent to those judges.

12 Q. And that was -- were letters sent in every
13 case that was identified?

14 A. Yes.

15 Q. Do you know what -- strike that.

16 Do you know if any of those courts that
17 were notified took any action in response to those
18 letters?

19 A. I don't believe so.

20 Q. Did you do anything to confirm receipt of
21 any of those letters?

22 A. Yes. So depending on who the judge was,
23 we always tried to follow the individual practices
24 for chambers submissions. So for a vast majority of

JAMES FICARO, ESQ.

59

1 the federal judges, we would send FedExes which
2 would have delivery confirmations. In some
3 instances, email was requested per those individual
4 practices, so, or even delivery receipts were sent
5 along. We had no reason to believe none of those --
6 that the letters weren't all received as intended.

7 Q. Does The Weiser Law Firm still have the
8 confirmation for the FedEx deliveries?

9 A. No idea.

10 Q. Do you know who would be the person to ask
11 at The Weiser Law Firm about confirmation of receipt
12 of the FedEx deliveries?

13 A. No. Just not me.

14 Q. Who typically handles outgoing mail and
15 FedEx at The Weiser Law Firm?

16 A. Well, it's obviously changed. I assume
17 you mean, like, prior to COVID?

18 Q. Around 2017.

19 A. I mean, it could really be anybody at the
20 firm. Like, we all could send a FedEx or we all
21 knew where the outgoing mailbox was, and whoever was
22 at the firm or in the office at the time when mail
23 came in would grab it and distribute.

24 Q. Who would have been the person responsible

JAMES FICARO, ESQ.

60

1 for emailing any of the judges who required email
2 rather than FedEx?

3 A. Probably me or Mr. Stecker.

4 Q. Would -- strike that.

5 Do you know, regardless of what case it
6 was, whether on any occasion you personally emailed
7 one of those letters?

8 A. I don't remember.

9 Q. If you did send one of those emails, would
10 it have been archived?

11 A. Presumably.

12 Q. Do you know if any of the letters -- well,
13 strike that.

14 When you did send the letters, would you
15 copy other counsel?

16 A. I don't remember.

17 Q. If the Court's procedures required you to
18 copy other counsel, would you have followed the
19 Court's procedures?

20 A. Yes.

21 Q. Do you know if any of the letters that
22 were sent notifying the courts appeared on any
23 docket?

24 A. I don't know.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1258

JAMES FICARO, ESQ.

61

1 Q. Did anyone from any of the Courts'
2 chambers ever reach out to your office about the
3 letters?

4 A. Not to me personally, no.

5 Q. Do you know if they reached out to anyone
6 else from the firm?

7 A. I don't. Rob was the signatory on all the
8 letters.

9 Q. Have you ever met Mr. Hartleib?

10 A. I have not.

11 Q. Do you know if Mr. Weiser has ever met
12 Mr. Hartleib?

13 A. I believe they've met in person, yes.

14 Q. Was that as part of the Equifax
15 proceedings?

16 A. That sounds right.

17 Q. Did Mr. Weiser ever say anything to you
18 about his in-person encounter with Mr. Hartleib?

19 A. No.

20 Q. Did you have any role in the criminal
21 proceedings that were brought against Jeffrey Silow?

22 A. No.

23 Q. Did you assist in any way in providing
24 documents to law enforcement regarding Jeffrey

JAMES FICARO, ESQ.

62

1 Silow?

2 A. No.

3 Q. Jumping to paragraph 87 of the First
4 Amended Complaint, it references that nearly one
5 hundred -- "one hundred media outlets picked up and
6 further publicized the Wall Street Journal's March
7 13, 2017 article."

8 Do you have any knowledge as to how many
9 media outlets actually picked up and publicized the
10 Wall Street Journal article beyond what's stated in
11 that paragraph?

12 A. No.

13 Q. I'll represent to you in the firm's
14 discovery responses they mention an algorithm that
15 was used to track the publication of the Wall Street
16 Journal article. Do you know anything about the
17 algorithm that the firm had or used?

18 A. I know nothing about algorithms in any
19 form or fashion.

20 Q. Okay. Do you know if The Weiser Law Firm
21 took any action to diminish or decrease the
22 visibility of the Wall Street Journal article?

23 A. I don't know.

24 Q. Did you have any role in the reporting to

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1260

JAMES FICARO, ESQ.

63

1 the Pennsylvania Disciplinary Board Mr. Silow's
2 activities with your firm?

3 A. I did not.

4 Q. Did you ever consult with any ethics
5 counsel regarding Jeffrey Silow and his employment
6 by your firm?

7 A. I did not, no.

8 Q. Did anyone from the Pennsylvania
9 Disciplinary Board ever reach out to The Weiser Law
10 Firm about Jeffrey Silow?

11 A. I don't know.

12 Q. Did you assist at all in the qui tam case
13 Stop Illinois Marketing Fraud, LLC, verse Addus
14 Homecare Corporation?

15 A. Yes. I think I was involved very early on
16 in that action.

17 Q. Do you know what other attorneys worked on
18 that action from your office?

19 A. Christopher Nelson. That's the only other
20 attorney I can be sure of.

21 Q. Do you know who owns the LLC, Stop
22 Illinois Marketing Fraud?

23 A. No.

24 Q. Was Jeffrey Silow ever identified as an

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1261

JAMES FICARO, ESQ.

64

1 attorney on The Weiser Law Firm's website?

2 A. I don't know.

3 Q. I've just placed on your screen The Weiser
4 Law Firm's document production in this case, and I'm
5 beginning at Weiser 1.

6 MR. ROSENZWEIG: Are you going
7 to mark this as Exhibit C?

8 MR. MOTT: I'm going to try and
9 make a collective marking. I don't want
10 to mark the whole production if I don't
11 have to, so if you can just bear with me.

12 BY MR. MOTT:

13 Q. And at the top of Weiser 1 is the name
14 Archita Patel, but then it lists -- it shows an
15 email, and it indicates that it's from you to
16 Jeffrey Silow. Do you see that on your screen?

17 A. I do see that.

18 Q. Okay. And you'll notice that the email --
19 the top email does not have a date on it. Do you
20 have a version of this email that would reflect the
21 date that it was sent by you?

22 A. I have no idea.

23 Q. And did Archita Patel -- well, strike
24 that.

JAMES FICARO, ESQ.

65

1 Do you know why the name Archita Patel is
2 at the top of this document?

3 MR. ROSENZWEIG: I'm going to
4 interject here, Mr. Mott. As has been
5 explained to you several times, Archita
6 Patel was tasked with producing the
7 documents responsive to your document
8 demand, and therefore, she printed them
9 under the auspices of Archita Patel at the
10 top of the page.

11 That is the only reason why
12 she's identified, because she sourced them
13 when I produced them to you. She was the
14 paralegal from The Weiser Firm who
15 cooperated with my firm in actually giving
16 us the documents that were responsive to
17 your request.

18 BY MR. MOTT:

19 Q. And it's your recollection that Ms. Patel
20 left The Weiser Law Firm in 2020, correct?

21 A. I believe that's right. If not in 2020,
22 it's close to, but I believe that's right.

23 Q. I've just placed on your screen Weiser 5,
24 and it is an email from you to Brett Stecker. And

JAMES FICARO, ESQ.

66

1 it says, "holy shit, his name isn't even Alexander,"

2 and then a web address for a website, lawyer.com.

3 Do you know when you sent this email?

4 A. I don't -- I don't know exactly when, no.

5 To answer your question, no.

6 Q. Okay. Would this email be archived?

7 A. Again, I suspect.

8 Q. And for any email that was sent by you
9 from your Weiser Law Firm email address, it is your
10 presumption that that email would be archived
11 somewhere?

12 A. I don't know the exact archiving system or
13 parameters that's utilized. I know things are kept.
14 I don't know for what duration, because that's --
15 that's just not what I do. But I do believe I can
16 access or some older emails can be accessed, but
17 again, I don't know how far back that actually goes.

18 Q. Prior to today, have you ever seen the
19 document production that was assembled by Ms. Patel
20 in this case?

21 A. No.

22 Q. Have you ever seen any document production
23 by your firm related to the case that it brought
24 against Abelson Legal Search and Jeffrey Silow?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1264

JAMES FICARO, ESQ.

67

1 A. No.

2 Q. Have you ever seen any documents related
3 to that case?

4 A. I don't know what was produced. I
5 don't -- I don't know what documents are part of
6 that. So I haven't seen it as part of a production
7 in that case, but it very well could include a
8 document that I've seen in the past.

9 Q. I've just placed on your screen what is
10 Bates stamped Weiser 427 from the same production,
11 and it is an email that appears to be from you to
12 Robert Weiser. Are you able to see that on your
13 screen?

14 A. I can see it.

15 Q. Okay. And again, the top email doesn't
16 have a date, but the email in the chain directly
17 below it has a date of May 4, 2016. And in your
18 email it mentions "confirmation he is on the website
19 soon."

20 Looking at that email now, do you recall
21 whether Jeffrey Silow was ever on The Weiser Law
22 Firm website?

23 A. I don't know that he ever made it on. I
24 don't know.

JAMES FICARO, ESQ.

68

1 Q. Okay. Do you -- do you recall whether you
2 ever received confirmation that he was on the
3 website?

4 A. I don't recall, no.

5 Q. Who would you have been awaiting
6 confirmation from regarding his placement on the
7 website?

8 A. I can't remember. We -- there was a
9 gentleman who kind of built up the website kind of
10 generally around that time, and I don't recall his
11 name. But if there were changes to the website,
12 emails would go through him or to him, or if not to
13 him, to probably Patricia Weiser and then to him.
14 But you're going to ask me his name, and I'm not
15 going to remember.

16 Q. But you believe that it may have been
17 Patricia Weiser who would have been communicating
18 with him directly?

19 A. It's a possibility.

20 Q. I've jumped to Weiser 450. It is an email
21 from you to a Patrick Bilgere, and part of the
22 subject line is redacted but it also states
23 "additional docs for Jeff Silow."

24 Who is Patrick Bilgere?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1266

JAMES FICARO, ESQ.

69

1 A. I'm basing it on his signature at the
2 bottom. It looks like he works for a company called
3 Reveal Data. That might be a document review
4 platform. I assume you visited the site. I don't
5 know exactly.

6 MR. ROSENZWEIG: And, Mr. Mott,
7 for the record, can you reveal what the
8 Bates -- the Bates of this document is?

9 MR. MOTT: I believe -- I
10 thought I did. It's Weiser 450.

11 MR. ROSENZWEIG: You hadn't, but
12 thank you.

13 BY MR. MOTT:

14 Q. Going now to Weiser 435, it's an email
15 chain, and the top email states "Weiser admin" and
16 then in the con -- in the body of the email it says
17 "Thank you, C." Do you know who C is?

18 A. Cheryl Tryon, T-R-Y-O-N.

19 Q. And back around the fall of 2016, what was
20 Ms. Tryon's role with The Weiser Law Firm?

21 A. I'm not sure she has a title. She's kind
22 of like our bookkeeper, but only -- my understanding
23 is her practice is she helps several different small
24 to medium-size businesses. So she wasn't with us

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1267

JAMES FICARO, ESQ.

70

1 like every day, but a couple days a week.

2 Q. She was an independent contractor?

3 A. Oh, I don't know her designation.

4 Q. Okay. Have you ever heard the name
5 Trinity Billing Solutions?

6 A. I have not.

7 Q. Have you ever known Cheryl Tryon to go by
8 the name Cheryl Green?

9 A. Yes. Yes. I believe that's her maiden
10 name.

11 Q. And going to page 2 of this email chain,
12 what is Weiser 436, it references timber inventory
13 documents. Is that the Rayonier case?

14 A. Yes, that would be. Rayonier was a timber
15 company.

16 Q. So Jeffrey Silow worked on that case?

17 A. It appears so, though I -- I don't recall
18 that exactly, but it appears so.

19 Q. Do you know whether the Court presiding
20 over the Rayonier case was notified like some of the
21 other courts that we've talked about?

22 A. No. No hours from Mr. Silow were ever
23 submitted to that Court.

24 Q. I've jumped to Weiser 470. It is an email

JAMES FICARO, ESQ.

71

1 from Brett Stecker to Stephanie Lewis. What is
2 Stephanie Lewis's role with The Weiser Law Firm?

3 A. She was I think office manager for lack of
4 a better term.

5 Q. And -- well, I know you didn't send that
6 top email. It references the term "ticker." What
7 is a ticker?

8 A. Like, a stock ticker. That's often how
9 cases were identified internally.

10 Q. Going to Weiser 493, it's an email from
11 Brett Stecker to Kristen L. Ross which you are
12 copied on. Who is Kristen Ross?

13 A. I don't remember.

14 Q. Was she an attorney with Kessler Topaz?

15 A. Could be. Again --

16 Q. And --

17 A. -- I don't remember.

18 Q. And for -- it references WLF. Is that a
19 ticker?

20 A. No. That stands for Weiser Law Firm.

21 Q. Okay. Do you know what action this is
22 referring to?

23 A. I don't.

24 Q. Do you know the names of any cases where

JAMES FICARO, ESQ.

72

1 Kessler Topaz hosted the document review that

2 Jeffrey Silow worked on?

3 A. I don't.

4 Q. Do you know if Kessler Topaz hosted the
5 document review on the Rayonier case?

6 A. I don't know. I don't know that they have
7 an internal system where they can, you know, truly
8 host. It could be a situation where they liaised
9 with whatever outside vendor or something like that
10 to get credentials, so I honestly don't know. I --
11 I am not certain.

12 Q. Do you know if The Weiser Law Firm
13 retained any share of the fees that were awarded in
14 the Sprint case?

15 A. I don't believe so, no.

16 Q. Was The Weiser Law Firm lead counsel in
17 the Sprint case?

18 A. In our jurisdiction. So there was an
19 action pending in federal court, an action pending
20 in state court. I believe we were co-lead counsel
21 in the state court action, if my memory serves.

22 Q. Do you know who was lead counsel in the
23 federal action?

24 A. I don't know.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1270

JAMES FICARO, ESQ.

73

1 Q. Would -- as co-lead counsel, would The
2 Weiser Law Firm have received any of the fee award
3 regardless of whether it ended up retaining any
4 portion of it as part of the settlement?

5 A. I'm not sure I follow.

6 Q. For -- okay. To clarify, so as -- does
7 lead counsel receive -- or does lead counsel or
8 co-lead counsel receive the entirety of a fee award
9 to be divvied up amongst the other firms, or is it
10 initially divvied up and paid out by the payee?

11 MR. ROSENZWEIG: I object to the
12 question because it seeks information
13 about all such cases, and I think it is an
14 inappropriate question. Mr. Ficaro, if
15 you can respond to it, my objection is on
16 the record.

17 THE WITNESS: I can. It's kind
18 of a boring answer, and the answer is
19 sometimes.

20 So in some situations where
21 there's a large group of plaintiffs' firms
22 involved in a case, and this usually would
23 be detailed in the Stipulation of
24 Settlement, the payee, usually the

JAMES FICARO, ESQ.

74

1 insurance company, you know, the insurance
2 policy who covers that corporation, would
3 pay into an escrow fund that's jointly
4 controlled by all the firms, and all the
5 firms have to jointly agree before any
6 money is released.

7 Sometimes there's situations
8 where there is I guess a true, like, lead
9 lead counsel where one firm is really
10 doing all the work. They would be the
11 payee -- I'm sorry. The payee would send
12 the money to them and then they would
13 distribute.

14 It's really a case-by-case
15 basis. Sometimes it's joint escrow
16 account. Sometimes every -- all the firms
17 agree who will receive the funds, because
18 it is an administrative hassle to then
19 turn around and wire money or send checks,
20 and some firms prefer not to do that. But
21 generally speaking, it could happen a
22 number of ways.

23 BY MR. MOTT:

24 Q. I'll just jump back to Weiser 88, and

JAMES FICARO, ESQ.

75

1 within the email chain on Weiser 88 is an email from
2 KAGlive@comcast.net. Is that Cheryl Green's email?

3 A. Yes.

4 Q. Did she have an internal email with The
5 Weiser Law Firm?

6 A. I don't know about in 2017, but now there
7 is an account she can check when she is ready to do
8 work for our firm.

9 MR. MOTT: Why don't we take a
10 five-minute comfort break, unless someone
11 needs a little more time.

12 MR. ROSENZWEIG: So, Mr. Mott,
13 five minutes is fine. It is 12:30. Two
14 things: One, do you have a sense of how
15 much longer you'll go? Two, I have a call
16 at 1:15 that I must field, so if you're
17 still planning on going there, I ask for a
18 break at 1:15 for 15 or 20 minutes tops.

19 MR. MOTT: So why don't we do a
20 quick break now, and then as soon as
21 you -- do you want to hard stop at 1:15 or
22 do you need a few minutes ahead of that?

23 MR. ROSENZWEIG: You know, 1:14
24 would be fine.

JAMES FICARO, ESQ.

76

1 MR. MOTT: Oh, okay. Well,
2 let's do a quick break now, and then we'll
3 do a longer break for your call. So you
4 can take your call and people can grab a
5 bite to eat if they need to.

6 MR. ROSENZWEIG: Okay. Well,
7 which therefore I ask you to answer my
8 former question, my first question, which
9 is do you have a sense of your trajectory?

10 MR. MOTT: I will not be done in
11 time for your call, I know that.

12 MR. ROSENZWEIG: No, no, no.
13 That's apparent.

14 THE VIDEOGRAPHER: I'm going to
15 go off video record, so it's 12:35. Going
16 off video record.

17 (At this time, a short break was
18 taken.)

19 MR. MOTT: Jim, before we go
20 back on video, can you tell me what my
21 last question was?

22 (At this time, the court
23 reporter read back from the record as
24 requested.)

JAMES FICARO, ESQ.

77

1 THE VIDEOGRAPHER: The time is
2 now 12:49. We are back on video record.

3 BY MR. MOTT:

4 Q. I've placed on your screen Weiser 502. It
5 is an email address from you to Jeffrey Silow where
6 you inquire what city he lives in. Do you know why
7 you inquired as to what city he resided in and when
8 you made the inquiry?

9 A. I don't remember when, but it would have
10 been probably for one of the declarations he
11 executed, because usually the last line indicates
12 what city the declaration was executed in.

13 Q. And do you know on how many occasions
14 Mr. Silow executed an affidavit related to his work
15 for The Weiser Law Firm?

16 A. I'm only familiar with it -- with it being
17 Sprint, but I don't know.

18 Q. And then going to Weiser 505, it
19 references a Silow letter in the subject line, and
20 it is an email from you to Mr. Stecker. And it
21 states, "First draft attached for
22 comment/brainstorming."

23 Do you know what that is in reference to?

24 A. No. I mean, without the date, it's hard,

JAMES FICARO, ESQ.

78

1 so I'm not certain.

2 Q. Okay. Going now to Weiser 364, it's an
3 email from you to Robert Weiser referencing an
4 attachment. It says, "Attached is what he sent me
5 when we were adding him to the website," and the
6 date of May 4, 2016. "Says he is licensed."

7 Do you know approximately when that email
8 was sent?

9 A. I assume after January/February 2017.

10 Q. Okay. So if in the email chain below it
11 references a date of February 2, 2017, you would --
12 would you have -- would this top email have been the
13 same -- would have been sent the same day or near
14 the same day?

15 A. Oh, I don't know that that's clear from
16 this. It would -- I think it would be sent after
17 that date, but I don't know temporally exactly how
18 soon.

19 Q. Okay. And based on -- I just ask that you
20 look at 364, the first email that you sent, and then
21 the second one in the chain.

22 A. I see it.

23 Q. Okay. And so, based on the language in
24 that email, was Jeffrey Silow or Alexander J. Silow

JAMES FICARO, ESQ.

79

1 on The Weiser Law Firm website from May of 2016
2 through February of 2017, or into February of 2017?

3 A. I don't know. I don't recall ever
4 checking the website to confirm he was added or not.

5 Q. Actually, going back to that same chain on
6 Weiser 364, there is an email from Mr. Silow to you
7 and Mr. Stecker referencing an attached résumé. Did
8 you ever view the original attachment that was sent
9 by Mr. Silow?

10 A. I don't remember.

11 Q. Going to Weiser 424, it's another email
12 from you to Mr. Stecker and copying Robert Weiser,
13 and it states, "Updated" and then what appears to be
14 some type of description of Alexander Jeffrey
15 Silow's background.

16 Did you draft that blurb about Alexander
17 Jeffrey Silow?

18 A. It appears so from the very bottom of 424.

19 Q. Okay. And would there have been a prior
20 version of that blurb since the -- since your email
21 references "updated"?

22 A. Yeah. It looks like the bottom email in
23 this chain -- is there more? Is there -- can I see
24 425? Is that all right?

JAMES FICARO, ESQ.

80

1 Q. Yeah.

2 A. All right.

3 So, okay, you can go back to 424, please.

4 Yeah. It looks like I turned his résumé

5 into a summary which perhaps was for the website.

6 And Brett recommended that we put the years of his

7 graduation in, and then I updated it with the years

8 of his graduation.

9 Q. And based on what is at the bottom here,
10 there was an original blurb that you were running
11 past it appears to be Mr. Stecker and possibly
12 Mr. Weiser, correct?

13 A. Yes.

14 Q. And would you have that original blurb?

15 A. I don't -- I don't know.

16 Q. Going to Weiser 772, it's an email from
17 you to Cheryl Green and copying Brett Stecker, and
18 in the subject line is Jeff -- or, "J. Silow
19 timesheet" and it states in the body, "Yes, you can
20 pay. Thanks, Jimmy."

21 Is that you approving a payment to Jeffrey
22 Silow?

23 A. Yeah, I think so.

24 Q. Okay. And prior to approving the payment,

JAMES FICARO, ESQ.

81

1 what would you have done?

2 MR. ROSENZWEIG: Objection as to
3 form.

4 MR. MOTT: Yeah. I'll rephrase.
5 Strike -- strike the question.

6 BY MR. MOTT:

7 Q. Would you have reviewed the timesheet
8 before you approved the payment?

9 A. I don't recall doing that, no.

10 Q. Do you know what case this is in reference
11 to?

12 A. I don't.

13 Q. Was your office working on the Rayonier
14 case in 2016?

15 A. Possibly.

16 Q. If the time that Mr. Silow was submitting
17 to you was part of a document review that was hosted
18 on a platform such as Relativity or Reveal Data,
19 would you have verified his time on any of the
20 platforms before you approved the payment?

21 A. No.

22 Q. I've placed on your screen an email chain
23 that is -- that was not part of The Weiser Law
24 Firm's production, or at least this version of it

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1279

JAMES FICARO, ESQ.

82

1 was not part of The Weiser Law Firm production, and
2 this we will go ahead and mark as Exhibit B.

3 And within the body is -- or within the
4 chain is an email from you to Jeffrey Silow. At the
5 beginning you say, "Got it. Thanks!" And then
6 further down in the chain there's an email from
7 December 20, 2016, from you to Mr. Silow attaching a
8 declaration for his signature. Do you recall
9 sending Mr. Silow the declaration on December 20,
10 2016?

11 A. No.

12 THE COURT REPORTER: There is
13 already an Exhibit B.

14 MR. MOTT: Oh, my mistake.

15 Exhibit C. We'll mark this as Exhibit C.

16 (At this time, Exhibit C was
17 marked for identification.)

18 BY MR. MOTT:

19 Q. Then within the chain, towards the bottom,
20 same date, just an earlier email, it references an
21 updated version of a declaration, and that "we are
22 about to have another call."

23 How many versions of Jeffrey Silow's
24 declaration were there before he executed a

JAMES FICARO, ESQ.

83

1 signature?

2 A. I don't know.

3 Q. Would The Weiser Law Firm have -- well,
4 strike that.

5 If you attached declarations in your
6 emails, would those emails be archived?

7 A. I don't know.

8 Q. When it -- at the bottom of the chain
9 where it says "we are about to have another call,"
10 do you know who the we is?

11 A. I don't.

12 Q. Do you know if it would have included
13 attorneys from other firms involved in the Sprint
14 case?

15 A. I don't know.

16 Q. Why did you have to revise the declaration
17 that you had already sent to Jeffrey Silow?

18 A. I'm not certain. If -- if there was an
19 earlier version, then we could have had to update it
20 so that the date was accurate. Like, if was going
21 to sign on a particular date, we'd have had to
22 change the date, so I'm not certain.

23 Q. Mr. Stecker has left -- well, strike that.

24 Mr. Stecker is no longer with The Weiser

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1281

JAMES FICARO, ESQ.

84

1 Law Firm, correct?

2 A. That's right.

3 Q. Do you know why Mr. Stecker left The
4 Weiser Law Firm?

5 A. Yes.

6 Q. And why did Mr. Stecker leave The Weiser
7 Law Firm?

8 A. He was let go by the firm.

9 Q. Do you know why he was let go?

10 A. The overall financial performance of the
11 department.

12 Q. And when was he let go?

13 A. Fall of 2019.

14 Q. And which department are you referring to?

15 A. At the time, he was the head of the
16 derivative department.

17 Q. Do you have any knowledge of the
18 performance of the derivative department financially
19 in the fall of 2019?

20 A. I do not.

21 Q. How did you come to learn that he was let
22 go due to the financial performance of the
23 department?

24 A. Because when I kind of -- when I assumed

JAMES FICARO, ESQ.

85

1 that role, I was told that it was expected of me to
2 have the department perform better.

3 Q. And has the department performed better
4 since you took over?

5 A. I'm still here, so yes.

6 Q. And how are you able to measure whether
7 the performance of the department has improved since
8 you took over?

9 A. By my attendance here today.

10 Q. Have you reviewed the financials for the
11 department during the time period since you took
12 over in the fall of 2019?

13 A. No. But I'm aware of the revenues that
14 are brought in by cases that I participate in.

15 Q. So you don't know the revenue for the
16 cases that Mr. Stecker was bringing in prior to the
17 fall of 2019?

18 A. No. Only -- only some of them, but not
19 all, no.

20 Q. And what is the -- well, why do you
21 believe revenue has improved since you have taken
22 over?

23 A. Because I haven't been --

24 MR. ROSENZWEIG: Objection as to

JAMES FICARO, ESQ.

86

1 form.

2 THE WITNESS: Because I

3 haven't --

4 MR. ROSENZWEIG: Go ahead,

5 Jimmy.

6 THE WITNESS: I haven't been

7 fired.

8 BY MR. MOTT:

9 Q. Has Mr. Weiser ever made any statements to
10 you regarding improvements of revenue since you took
11 over?

12 A. We've talked about the revenue of the
13 department, but we have not talked about it in terms
14 of improvements or declines, just kind of about the
15 status quo.

16 Q. And has Mr. Rev -- or Mr. Weiser ever
17 described the quality or quantity of the revenue
18 that has been coming into the department since you
19 took over?

20 A. I'm not sure about quality, dollars being
21 fungible and whatnot, but I think like every
22 managing partner, more would be better. But he's
23 happy enough right now.

24 Q. Were you involved at all in the litigation

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1284

JAMES FICARO, ESQ.

87

1 that was brought against Mr. Stecker after he was
2 terminated from the firm?

3 A. I was not.

4 Q. Do you have any knowledge of the
5 allegations made against Mr. Stecker in that case?

6 A. I do.

7 Q. And you're aware that it was alleged that
8 he had poached clients from the firm after he left?

9 A. Yes.

10 Q. Do you know approximately how many clients
11 he took with him when he left?

12 MR. ROSENZWEIG: Objection as to
13 form. Also, objection as to relevance.

14 You know, Mr. Mott, I'm going to
15 start asking you to put on the record how
16 your questions are relevant to this case,
17 and, you know, if we veer off into things
18 that are really not relevant, I'm going to
19 seek the intervention of the magistrate.
20 I've --

21 MR. MOTT: It's --

22 MR. ROSENZWEIG: I've let your
23 questions that -- go on where they were
24 relevant or quasi-relevant, but we're now

JAMES FICARO, ESQ.

88

1 well beyond the pale of anything relevant
2 to this case. And you've deposed
3 Mr. Stecker, so.

4 MR. MOTT: It goes to the dam --
5 it goes to the damages in this case, and
6 if --

7 MR. ROSENZWEIG: How? How?
8 How? Put on the record how.

9 MR. MOTT: Amount and source and
10 why they lost clients or didn't have the
11 same number of clients, and it is --

12 MR. ROSENZWEIG: I -- yeah. My
13 1:15 is calling in now, so can we take
14 that break for 15 or 20 minutes?

15 MR. MOTT: All right. Let's try
16 and be as quick as we can, please.

17 THE VIDEOGRAPHER: The time is
18 now 1:10. Going off video record.

19 (At this time, a short break was
20 taken.)

21 THE VIDEOGRAPHER: The time is
22 now 1:36. We are back on video record.

23 MR. ROSENZWEIG: All right. So,
24 Mr. Mott, I informed you off the record

JAMES FICARO, ESQ.

89

1 that I've made accommodations to
2 reschedule my four o'clock so that we
3 could continue to work through, but I
4 remain -- I continue to have a hard stop
5 at 5:30.

6 Also, I appreciate the
7 accommodation for that unplanned call,
8 which was about 20 minutes.

9 And last, I believe we left off
10 where you were trying to justify your --
11 your question with respect to the Stecker
12 claim about poaching clients, so I don't
13 know if you had finished that because I
14 did need to take that incoming phone call.
15 Thank you.

16 MR. MOTT: And unless you're
17 instructing him not to answer questions
18 regarding that, I don't feel to put a --
19 that I need to put a statement on the
20 record.

21 MR. ROSENZWEIG: Okay. Well,
22 I'm not instructing him not to answer.
23 That's not what I've done. I'm just
24 letting you know that I think it's wholly

JAMES FICARO, ESQ.

90

1 irrelevant and that your explanation
2 doesn't come close to being legitimate,
3 but go ahead.

4 MR. MOTT: Thanks.

5 BY MR. MOTT:

6 Q. Mr. Ficaro, do you know how many clients
7 Mr. Stecker took from The Weiser Law Firm when he
8 was terminated?

9 A. I think it was about a handful, four or
10 five maybe.

11 MR. MOTT: So I've placed on
12 your screen what we'll mark as Exhibit D,
13 which is the Complaint in the case brought
14 by The Weiser Law Firm against Brett
15 Stecker and his new firm of Shuman Glenn &
16 Stecker.

17 (At this time, Exhibit D was
18 marked for identification.)

19 BY MR. MOTT:

20 Q. And if you go onto the page 6, beginning
21 on paragraph 26, it begins to reference letters that
22 The Weiser Law Firm received terminating
23 representation, and the first one at paragraph 26a
24 is regarding a letter from a Murray C. Turka

JAMES FICARO, ESQ.

91

1 regarding a Santee mini-bond purchaser class action.

2 Do you know why Murray Turka decided to
3 terminate their relationship with The Weiser Law
4 Firm?

5 A. No.

6 Q. Going to 26b, there's another letter from
7 November 7, 2019, referenced regarding a John P.
8 Dash, III, terminating its relationship with The
9 Weiser Law Firm and retaining Mr. Stecker's new
10 office, and it references a Helios & Matheson
11 shareholder litigation.

12 Do you know why John P. Dash, III,
13 terminated his relationship with The Weiser Law
14 Firm?

15 A. I don't.

16 Q. Paragraph 26c references a letter from the
17 same date from a Nicholas Ingrao, I-N-G-R-A-O,
18 terminating representation of The Weiser Law Firm
19 and retaining Mr. Stecker's new office with respect
20 to the Yelp shareholder litigation.

21 Do you know why this former client of The
22 Weiser Law Firm terminated its relationship --

23 A. I don't.

24 Q. -- with The Weiser Law Firm?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1289

JAMES FICARO, ESQ.

92

1 A. I do not.

2 Q. Paragraph 26d references a letter from the
3 same date from a David Pinkoski terminating his
4 relationship with The Weiser Law Firm and retaining
5 Mr. Stecker's new firm regarding the Genworth
6 Financial shareholder litigation.

7 Do you know why Mr. Pinkoski terminated
8 his relationship with The Weiser Law Firm?

9 A. I do not.

10 Q. Paragraph 26e references a December 2,
11 2019 letter from a Nancy Thomas terminating her
12 relationship with The Weiser Law Firm and retaining
13 Mr. Stecker's new firm with respect to the Blue
14 Cross/Blue Shield antitrust litigation.

15 Do you know why Ms. Thomas terminated her
16 relationship with The Weiser Law Firm?

17 A. I do not.

18 Q. Paragraph 26f, a December 9 (sic), 2019
19 letter from a Marianita Lopez on behalf of Saccocio
20 & Lopez terminating representation by The Weiser Law
21 Firm and retaining Mr. Stecker's new firm relating
22 to the Blue Cross/Blue Shield antitrust litigation.

23 Do you know why Saccocio & Lopez
24 terminated its relationship with The Weiser Law

JAMES FICARO, ESQ.

93

1 Firm?

2 A. I do not.

3 Q. December 11, 2019 letter referenced in
4 paragraph 26g from Frank Lipsius terminating his
5 relationship with The Weiser Law Firm and deciding
6 to go with Mr. Stecker's new firm regarding the OPKO
7 Health, Inc., shareholder litigation.

8 Do you know why Mr. Lipsius decided to
9 terminate his relationship with The Weiser Law Firm?

10 A. I do not.

11 Q. Do you have any reason to believe that any
12 of these individuals or entities terminated their
13 relationship with The Weiser Law Firm due to Michael
14 Hartleib?

15 A. I can't speculate as to why they left The
16 Weiser Law Firm.

17 Q. Do you know of any clients who terminated
18 their relationship with The Weiser Law Firm due in
19 whole or in part because of Michael Hartleib?

20 A. I don't know.

21 Q. I apologize --

22 MR. ROSENZWEIG: Can you read
23 back -- excuse me. Can you read back that
24 last question and answer, Mr. Hopper?

JAMES FICARO, ESQ.

94

1 (At this time, the court
2 reporter read back from the record as
3 requested.)

4 MR. ROSENZWEIG: Thank you.
5 Appreciate it. Thank you.

6 MR. MOTT: I apologize. I
7 didn't hear your response, Mr. Ficaro. I
8 wasn't just delaying.

9 BY MR. MOTT:

10 Q. Do you -- well, strike that.
11 Do you know what your department's revenue
12 was in 2020?

13 A. No.

14 Q. Do you know what your department's revenue
15 was in 2021?

16 A. No.

17 Q. Do you know whether there was an increase
18 in revenue from 2020 to 2021?

19 A. Yes, I believe there was.

20 Q. Do you know if there was an increase of
21 revenue from 2019 to 2020?

22 A. I don't know.

23 Q. During the calls with other firms and
24 counsel where Michael Hartleib was mentioned, did

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1292

JAMES FICARO, ESQ.

95

1 the -- did the name Silow ever come up?

2 A. Not specifically, but the situation
3 regarding Mr. Silow did come up.

4 Q. Did any of the other attorneys from the
5 other firms inquire as to how The Weiser Law Firm
6 could have employed Mr. Silow for so long without
7 knowing that he was disbarred?

8 A. No. I don't recall anyone asking that --
9 me that question.

10 Q. If Mr. Murphy had referred Monica
11 Ross-Williams to your office, would he have received
12 a type of referral fee or referral percentage?

13 A. I don't know. I wasn't involved in any
14 referral agreement with Mr. Murphy.

15 Q. Okay. In the cases that you have had
16 since you took over the department, do you have
17 referral fee agreements with other attorneys?

18 A. Yes.

19 Q. And when you do have a referral fee
20 agreement, is that disclosed to the client?

21 A. Yes.

22 Q. When you propose a settlement and a fee
23 award to the Court, do you inform the Court of any
24 referral fee obligations that you have when you are

JAMES FICARO, ESQ.

96

1 requesting the fee award?

2 A. If it's requested by the Court, as it
3 sometimes is.

4 Q. In any of your cases, do you have referral
5 fee arrangements with any non-attorneys?

6 A. No. Not that I'm aware of.

7 Q. Do you know of any emails that
8 Mr. Hartleib sent to Chambers in the Sprint case
9 where he did not copy all counsel and the Court
10 forwarded the email to other counsel?

11 A. You're going to have to say that one
12 again. I'm sorry.

13 Q. Sure.

14 Are you aware of any emails that Michael
15 Hartleib sent to Chambers in the Sprint case that
16 were then forwarded by Chambers to other counsel?

17 A. I'm not aware of any such email.

18 Q. Okay. Are you aware of any email from the
19 Court to Mr. Hartleib that included other counsel
20 where he was instructed to copy the other parties in
21 the case?

22 A. You're asking me if there was an email
23 that copied other people asking him to copy more
24 people? I'm not --

JAMES FICARO, ESQ.

97

1 Q. Did you --

2 A. -- aware of any such email.

3 Q. Are you aware of any email from Chambers
4 to Mr. Hartleib where he was instructed to copy
5 counsel for the parties involved in the Sprint case?

6 A. I don't remember.

7 Q. Did you have any involvement in the
8 appellate proceedings in the Sprint case?

9 A. Yes.

10 Q. And did you assist in any of the drafting?

11 A. Yes.

12 Q. I'm sorry. There was a -- there was a
13 quick connection issue. I didn't catch your answer.

14 A. Yes.

15 Q. Did you attend any of the appellate
16 proceedings?

17 A. I did not.

18 Q. Did you -- have you ever read the
19 appellate decision?

20 A. Yes.

21 Q. Did you ever discuss the appellate
22 decision with the other attorneys that were involved
23 in the Sprint case?

24 A. Yes.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1295

JAMES FICARO, ESQ.

98

1 Q. And did any of those discussions involve
2 Michael Hartleib?

3 A. Yes.

4 Q. Did you have any conversations with
5 Mr. Stecker about the actual appellate hearing in
6 the Sprint case?

7 A. Yes.

8 Q. And did he describe for you in any way how
9 the appellate hearing -- strike that.

10 Did he describe how the appellate hearing
11 went?

12 A. I'm sure he did, yes.

13 Q. Do you recall how he described the
14 appellate proceedings?

15 A. I don't.

16 Q. Do you know if Mr. Weiser attended the
17 appellate proceedings?

18 A. I don't believe he did.

19 Q. Have any of the other plaintiffs' firms or
20 attorneys from the plaintiffs' firms involved in the
21 Sprint case ever mention the economic losses that
22 they incurred due to the fee reduction in the Sprint
23 case?

24 A. Not to me, no.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1296

JAMES FICARO, ESQ.

99

1 Q. Do you know how the fee award that the
2 Court did allow was apportioned amongst the
3 plaintiffs' firms in the Sprint case?

4 A. I don't.

5 Q. Do you know how it would have been
6 apportioned if the Court had approved the original
7 request?

8 A. I don't.

9 Q. Did you ever interact with Mr. Silow in
10 person?

11 A. One time.

12 Q. And when was that?

13 A. It would have been very early in my tenure
14 at the firm. Gosh. 2012, '13, '14, something like
15 that. I didn't -- I was the only person in the
16 office, and a check for him had been left at the
17 front desk and our doors automatically locked. So
18 he knocked on the door, I introduced myself and
19 handed him the check, and he was on his way.

20 Q. Prior to the résumé that he provided to
21 The Weiser Law Firm around May of 2016, had he ever
22 referred to himself as Alex or Alexander to you,
23 whether it be in person, over the phone, or in a
24 writing?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1297

JAMES FICARO, ESQ.

100

1 A. No. I don't believe so.

2 Q. Prior to your email to Mr. Silow where you
3 requested his bar ID, had you ever requested his bar
4 ID?

5 A. You were cutting out a little bit. Could
6 you repeat that question for me, please?

7 Q. Yes.

8 In your email that you mentioned where you
9 contacted Jeffrey Silow and requested his bar ID,
10 had you ever made any prior inquiry as to his bar
11 status before that email?

12 A. No.

13 Q. Do you ever interact with Mr. Weiser
14 outside of the office?

15 A. We have.

16 Q. How many social, non-work-related
17 interactions would you say you've had with Mr. Silow
18 since 2016?

19 A. With Mr. Silow? No.

20 Q. Or, I'm sorry. My -- Mr. Weiser.

21 A. Oh, maybe once a year we play golf.

22 Q. And how about -- well, strike that.

23 Have you ever noticed any changes in
24 Mr. Weiser's weight in the past five years?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1298

JAMES FICARO, ESQ.

101

1 A. Have I noticed any changes in his weight?

2 No. But to be honest, I haven't seen him in person
3 in a while with COVID and whatnot, so it's kind of
4 hard for me to gauge. But no.

5 Q. Prior to COVID -- well, strike that.

6 Have you ever seen any signs that
7 Mr. Weiser was depressed or showed a lack of
8 interest in his work?

9 A. In my entire tenure knowing him?

10 Q. Since 2016.

11 A. Yeah. I would say, you know, right after
12 this information about Silow came to light, he was
13 very stressed. I remember when he told Mr. Stecker
14 and I that he had just gotten a call back from
15 Mr. Silow, like, he came downstairs to tell us, and
16 he looked very shook. He looked pale as a ghost.
17 Like, he couldn't believe what he had just -- the
18 phone call that he just had, so I saw that.

19 The time after that obviously was very
20 stressful, having to reach out to former clients, to
21 former judges in these cases, to former co-counsel
22 in those cases, and kind of explain what had
23 happened and hope that, you know, the judges
24 wouldn't do anything to, you know, try and recoup

JAMES FICARO, ESQ.

102

1 attorneys' fees that were awarded in years prior.

2 It was a very stressful time.

3 Q. Other than the stress from the issues that
4 you just mentioned, did you notice any changes in
5 Mr. Weiser's mental health that you would relate to
6 Michael Hartleib?

7 A. I don't know.

8 Q. Did Patricia Weiser ever express concerns
9 to you regarding Robert Weiser's mental health
10 status?

11 A. No. But those aren't types of
12 conversations me and Ms. Weiser would have.

13 Q. Do you know -- well, strike that.
14 When was the last time you played golf
15 with Robert Weiser?

16 A. Oh, it was before COVID, yeah, so a couple
17 years ago.

18 Q. Did he mention Michael Hartleib to you?

19 A. I don't recall.

20 Q. Other than concerns about Michael Hartleib
21 involving himself in other cases related to your
22 firm, has anyone ever expressed an opinion to you
23 regarding the reputation of The Weiser Law Firm?

24 A. No one has explicitly told me, to my face

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1300

JAMES FICARO, ESQ.

103

1 at least, that they think our reputation is
2 different than it was, but again, those things are
3 seldom said directly.

4 Q. Have you ever had an instance where a
5 potential client decided not to retain your law firm
6 and they referenced the name Michael Hartleib?

7 A. Explicitly, no.

8 Q. Have you ever had a potential client
9 reference the Sprint case to you?

10 A. No. So generally what happens is I'll
11 have a conversation with a prospective client, and
12 if it's -- if it's like we're going to proceed with
13 a case, what I'll tell them is, you know, we won't
14 ask them to sign anything right away, but let us
15 work together a draft so you can see what a
16 Complaint would look like, see what the allegations
17 are going to be.

18 And while I'm working on that draft, I'll
19 send them an email usually so they have my contact
20 information should they need to reach me. I send
21 them our firm résumé. I expect at that time, you
22 know, because we haven't had a lot of conversations,
23 that they Google The Weiser Law Firm. I presume
24 that that what would happen. That's what I would

JAMES FICARO, ESQ.

104

1 do.

2 So I've had clients who do not sign up,
3 but I've never had anyone tell me specifically it
4 was because of up Mr. Hartleib. But I do know that
5 that Wall Street Journal article would come up on a
6 Google search result about my firm, so that I do
7 know.

8 Q. And how do you know that the Wall Street
9 Journal article would come back on a Google search
10 for your firm?

11 A. Because I've Googled it myself.

12 Q. When was the last time you Googled The
13 Weiser Law Firm and saw the Wall Street Journal
14 article?

15 A. Probably 2018, 2019.

16 Q. Has Michael Hartleib had any impact on the
17 revenue of your department since you took over since
18 the fall of 2019?

19 A. I don't know. It's too early to say.
20 Some of those cases that may have started then have
21 not yet settled or have been in settlement posture,
22 so it's hard to say.

23 Q. And what cases are you referring to?

24 A. Cases that were commenced in -- since I

JAMES FICARO, ESQ.

105

1 took over.

2 Q. Have you had any cases that have commenced
3 since you took over that have settled?

4 A. Yes.

5 Q. Do you know if Michael Hartleib had any
6 impact on those cases?

7 A. I don't think so.

8 Q. Was The Weiser Law Firm lead or co-lead
9 counsel on any of those cases that have commenced
10 and settled since you took over in the fall of 2019?

11 A. Yes.

12 Q. How many cases have commenced and resolved
13 since you took over where you were -- where The
14 Weiser Law Firm was lead or co-lead counsel?

15 A. I'm honestly not sure.

16 Q. Can you identify any particular case that
17 has commenced and resolved?

18 MR. ROSENZWEIG: So, Mr. Ficaro,
19 while you think about that, note my
20 objection. I am not inclined to let him
21 testify about any particular case, but you
22 can answer the question with a generality.

23 THE WITNESS: Yes. So there was
24 a derivative action on behalf of a

JAMES FICARO, ESQ.

106

1 corporation named Eagle Bank Corp. that
2 was commenced late in 2019 and settled
3 late 2021. There was not a court
4 appointment there for a co-lead or a lead.
5 We were just the only firm in the case, so
6 there was no such designation labeled in
7 that case.

8 BY MR. MOTT:

9 Q. Do you know of any case that The Weiser
10 Law Firm has had where counsel from the other firms
11 told or informed your office that you could not be
12 lead or co-lead counsel because of Michael Hartleib?

13 A. Yes. That action with Mr. Federman I told
14 you about earlier.

15 Q. Is that the only instance that you can
16 recall or were there others?

17 A. That's the only instance where it was told
18 to me.

19 Q. Are you familiar with Thieler Law Corp.?

20 A. Yes.

21 Q. And what is Thieler Law Corp.?

22 A. It's a law firm.

23 Q. And where do they practice?

24 A. California, I believe.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1304

JAMES FICARO, ESQ.

107

1 Q. And do you know any of the -- do you know
2 the name of any of the attorneys that work there?

3 A. I know Oliver Thieler, T-H-I-E-L-E-R.

4 Q. And is that a firm that The Weiser firm
5 has a referral fee arrangement with?

6 A. I know that we have been referred clients
7 by the Thieler Law Corp., and yes, we have paid them
8 a referral fee. Yes.

9 Q. Is it a -- is it a percentage fee or a
10 flat amount?

11 A. Rob negotiates those, but I think they're
12 always percentages.

13 Q. Have you ever spoken to Oliver Thieler?

14 A. Yes. Once, yes.

15 Q. And was that in regards to a particular
16 case?

17 A. No, it wasn't.

18 Q. What is Thieler Law Corp.'s areas of
19 practice --

20 A. I don't know.

21 Q. -- if you know?

22 A. I don't know.

23 Q. Do you know if -- well, strike that.
24 Oliver Thieler is an attorney?

JAMES FICARO, ESQ.

108

1 A. Yes, he is.

2 Q. Is he admitted to practice in California?

3 A. I don't know.

4 Q. Do you know if he is admitted to practice
5 anywhere in the United States?

6 A. I don't know his license background.

7 Q. Do you have any documents in front of you,
8 Mr. Ficaro?

9 A. Nope.

10 Q. I just -- I saw you looking down at
11 something.

12 A. I'm sorry. I got a text from my wife. I
13 didn't realize we were going to run so long, so I am
14 asking her to pick up the kids tonight. I'm sorry.

15 Q. I understand. If any point you need a
16 break of your own to --

17 A. No. I thought I could -- I thought I
18 could do it during this little respite while you
19 were preparing your next question. I didn't mean to
20 be a distraction.

21 MR. MOTT: I just placed on your
22 screen a document that we'll mark as
23 Exhibit E.

24 (At this time, Exhibit E was

JAMES FICARO, ESQ.

109

1 marked for identification.)

2 BY MR. MOTT:

3 Q. Do you recognize the face of this
4 document?

5 A. I do.

6 Q. Do you know what case this is in reference
7 to?

8 A. A derivative action on behalf of Insulet
9 Corporation.

10 Q. Is this one of the cases that commenced
11 after you took over the department?

12 A. It is not. It's -- as you can see from
13 the case number, it was started in 2017.

14 Q. And it references a plaintiff by the name
15 of Frank Carnazza, and that was The Weiser firm's
16 client in this case, correct?

17 A. Correct.

18 Q. It goes on to reference a referral
19 obligation to Thieler Law Corp. where The Weiser
20 firm will pay 15% of the attorney fees awarded to
21 counsel. Did I read that -- or did I summarize that
22 accurately?

23 A. Yes.

24 Q. And that -- do you know if that attorney

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1307

JAMES FICARO, ESQ.

110

1 fee obligation, the referral obligation, was
2 disclosed to Mr. Carnazza when he originally
3 retained your office?

4 A. It was. It was orally done.

5 Q. And do you know who orally disclosed that
6 to him?

7 A. I did.

8 Q. So you were part of the original retention
9 of Mr. Carnazza?

10 A. I was.

11 Q. And how did The Weiser Law Firm receive
12 this referral from Thieler Law Corp.?

13 A. I don't know. It wasn't directly to me.

14 Q. Other than this case involving
15 Mr. Carnazza, have you ever worked on any other
16 cases where there was a referral fee obligation to
17 Thieler Law Corp.?

18 A. Yes.

19 Q. In those other cases, was it disclosed to
20 the Court that there was a referral fee obligation?

21 A. No. Not unless it's requested by the
22 Court. That's not part of standard disclosure time
23 assuming that the referral counsel is not already on
24 the papers in the case, as sometimes happens.

JAMES FICARO, ESQ.

111

1 Q. Did Thieler Law Corp. work on the Insulet
2 Corporation derivative case at all?

3 A. No. There really wasn't much work done on
4 that case at all, period.

5 Q. Has The Weiser firm ever had a case with
6 Thieler Law Corp. where they were entered counsel?

7 A. I don't know.

8 Q. Have you had any interaction with
9 Mr. Stecker since he left The Weiser Law Firm?

10 A. Sure. Yes.

11 Q. Was that a part of a litigation, or did
12 you have any social interactions with Mr. Stecker?

13 A. We try to go to lunch once a month, and
14 we're -- you know, now that he's joined his new
15 firm, they're in the same bar, so we're in a couple
16 of cases together at the moment.

17 Q. Has Mr. Stecker ever discussed Michael
18 Hartleib with you at these lunches?

19 A. No.

20 Q. Have you ever had any electronic
21 communications with any of the other firms involved
22 in your bar regarding Michael Hartleib?

23 A. Are you asking me if there's ever been an
24 email between me and someone in the bar about

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1309

JAMES FICARO, ESQ.

112

1 Mr. Hartleib?

2 Q. Any of the other plaintiffs' firms that
3 you generally work or interact with in shareholder
4 derivative cases, have you ever had a communication
5 with any of those attorneys from those other firms
6 regarding Mr. Hartleib?

7 A. Yes.

8 Q. Do you still have any of those emails?

9 A. Again, I -- I don't know. I -- presumably
10 they're saved, but when -- when Mr. Hartleib filed
11 something in an action, everyone gets it, right? So
12 that would be other people in our bar and me on the
13 same communication.

14 Q. Outside of any electronic notification
15 emails, have you received any emails or sent any
16 emails to the other plaintiffs' firms regarding
17 Michael Hartleib?

18 A. Yes. So, for example, he filed something
19 in a case, there's a notification, and then
20 there's -- you know, that would be a chain of emails
21 between plaintiffs' counsel regarding that filing.

22 Q. Do you still have any of those emails?

23 A. I'm not certain.

24 Q. Have you -- strike that.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1310

JAMES FICARO, ESQ.

113

1 Are you involved at all in the Kraft

2 Heinz --

3 A. I am.

4 Q. -- derivative case?

5 A. Yes.

6 Q. Are you entered counsel in that case?

7 A. I am.

8 Q. Are you aware of Mr. Hartleib's

9 involvement in that case?

10 A. I am.

11 Q. And that is still an active case, correct?

12 A. Yes.

13 Q. Have you received any emails regarding

14 Michael Hartleib from any of the other firms

15 involved in that case?

16 A. Yes.

17 Q. Do you still have those emails?

18 A. I would assume so. It's pretty recent.

19 Q. Have you ever sent any emails to any of

20 the firms involved in that case regarding Michael

21 Hartleib?

22 A. Probably.

23 Q. Would you still have those emails?

24 A. I would suspect.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1311

JAMES FICARO, ESQ.

114

1 MR. MOTT: We can go off the
2 record for a minute.

3 THE VIDEOGRAPHER: The time is
4 2:19. Going off video record.

5 MR. MOTT: I'm just going to ask
6 for another five-minute break just to get
7 a little organized, but then I believe
8 I'll be able to get us out of here
9 relatively quickly, Phil.

10 MR. ROSENZWEIG: Sure.

11 (At this time, a short break was
12 taken.)

13 THE VIDEOGRAPHER: The time is
14 now 2:32. We are back on video record.

15 BY MR. MOTT:

16 Q. Mr. Ficaro, have any of the counsel for
17 opposing -- for the opposing parties in the cases
18 that you've been involved in expressed an
19 unwillingness to work or negotiate with your office
20 because of Michael Hartleib?

21 A. Not to me.

22 Q. Have they ever expressed an unwillingness
23 to negotiate settlement with your office because of
24 Michael Hartleib?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1312

JAMES FICARO, ESQ.

115

1 A. Not to me.

2 Q. Are you familiar with an individual by the
3 name Swadosh, S-W-A-D-O-S-H?

4 A. No.

5 Q. How about an entity by the name of Gryphon
6 Strategies? G-R-Y-P-H-O-N Strategies.

7 MR. ROSENZWEIG: Okay. So it's
8 Gryphon.

9 MR. MOTT: Gryphon. Sorry.

10 THE WITNESS: Yes. Yes. I've
11 heard of them, yes.

12 BY MR. MOTT:

13 Q. And what is that entity?

14 A. I think we used them to do research for us
15 in a securities class action several years back.
16 That's my only knowledge of them. Sometimes in
17 securities class actions, you retain researchers to
18 contact previous employees of the company to act as
19 confidential witnesses in your pleadings.

20 Q. Do you know if Robert Weiser has developed
21 any health issues or disabilities since 2017?

22 A. Not that he's disclosed to me.

23 Q. Prior to 2017, did The Weiser Law Firm
24 have an employee handbook?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1313

JAMES FICARO, ESQ.

116

1 A. Yes.

2 Q. How many cases do you currently have that
3 have commenced since you took over your department
4 that are still pending?

5 MR. ROSENZWEIG: Objection as to
6 form.

7 THE WITNESS: A couple dozen,
8 thereabouts.

9 BY MR. MOTT:

10 Q. Are you entered in all of those cases?

11 A. Not every one of those is a filed action I
12 would mention, but if a derivative action was filed
13 on behalf, you know, of one of our clients and our
14 firm is in it, then yes, I would be entered.

15 Q. Has an attorney by the name of Mark
16 McGrory ever expressed an opinion to you of The
17 Weiser Law Firm or Robert Weiser?

18 MR. ROSENZWEIG: Mr. Mott,
19 what's that last name, please? Could you
20 spell it?

21 MR. MOTT: McGrory, M-C-G --

22 MR. ROSENZWEIG: Okay.

23 MR. MOTT: -- R-O-R-Y.

24 MR. ROSENZWEIG: Thank you.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1314

JAMES FICARO, ESQ.

117

1 THE WITNESS: I don't think I've
2 ever had a conversation with him.

3 BY MR. MOTT:

4 Q. And how about Jay Kasner, J-A-S-N-E-R
5 (sic)?

6 A. I'm not familiar with the name.

7 Q. Scott Musoff, M-U-S-O-F-F?

8 A. I've never spoken with Scott.

9 Q. Okay. Tom Hershewe, H-E-R-S-H-E-W-E?

10 A. Hershewe. I'm -- we've never had a
11 conversation like that, but I would be surprised if
12 he would act as our local counsel again.

13 Q. Is that because of the Sprint case?

14 A. I would assume so, yeah.

15 Q. How about George Aguilar, has he ever
16 expressed an opinion to you of The Weiser Law Firm
17 or Robert Weiser?

18 A. He has not.

19 Q. How about Jill Boren from Judge Vano's
20 Chambers, has she ever expressed an opinion to you
21 of Robert Weiser or The Weiser Law Firm?

22 A. As I said before, I've never spoken to
23 Ms. Boren.

24 Q. How about Brian J. Robbins?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1315

JAMES FICARO, ESQ.

118

1 A. Has he -- so the same question?

2 Q. Yeah.

3 A. Has he expressed opinions about Rob to me?

4 Yes.

5 Q. And what is Brian J. Robbins -- well, what
6 has Brian J. Robbins expressed to you regarding his
7 opinion of Robert Weiser?

8 A. Well, it -- it can vary. They've known
9 each other a very long time, and they've been at
10 odds with each other as much as they've been on the
11 same side with each other. So it kind of depends on
12 the day of the week and what's happening in any
13 given active case with them.

14 Q. Has he said anything to you indicating
15 that his opinion of Robert Weiser changed since the
16 Sprint case?

17 A. I don't think he said anything that
18 specifically to me, no.

19 Q. How about Alfred G. Yates, has he ever
20 expressed an opinion to you of Robert Weiser or The
21 Weiser Law Firm?

22 A. No.

23 Q. Same question for Jay Razzouk.

24 A. No, but I think Jay has left his practice.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1316

JAMES FICARO, ESQ.

119

1 Q. Laura Jakubec, J-A-K-U-B-E-C?

2 A. We have not had a conversation.

3 Q. Has Monica Ross-Williams ever expressed an
4 opinion to you of Robert Weiser or The Weiser Law
5 Firm?

6 A. Yes.

7 Q. And what opinion did she express to you?

8 A. I believe her views are quite positive.
9 Like, she thanks us -- she has thanked me in the
10 past for what we did to try and protect her from
11 Mr. Hartleib and the efforts that we did in the
12 Sprint case.

13 Q. Kayla Williams, same question.

14 A. I don't recognize that name.

15 Q. Perry Brandt?

16 A. Never had a conversation.

17 Q. Same question for Chuck Schimmel.

18 A. Never had a conversation.

19 Q. Same question for Robert Schubert.

20 A. We've never had a conversation about his
21 opinion of Rob, no.

22 Q. Greg Wright?

23 A. Can't place him.

24 Q. Sharp Law, LLP?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1317

JAMES FICARO, ESQ.

120

1 A. I don't know what that is.

2 Q. Associated with -- Wright Schimmel was
3 another firm he was associated with.

4 A. Doesn't ring a bell.

5 Q. Okay. Jennifer Borhorst -- Berhorst,
6 B-E-R-H-O-R-S-T?

7 A. I don't recall ever having a conversation
8 with her.

9 Q. Has Sarah Holdmeyer ever expressed an
10 opinion of Robert Weiser or The Weiser Law Firm to
11 you?

12 A. I don't know who that is.

13 Q. Jenness Parker?

14 A. Jenness and I have never had a
15 conversation like that.

16 Q. Loretta Mines (sic)?

17 A. Don't know who that is.

18 Q. Shawn Perry?

19 A. Don't know who that is.

20 Q. Thomas J. McKenna?

21 A. He and I have never had a conversation
22 about -- that I can specifically recall involved his
23 thoughts on my firm's reputation.

24 Q. How about William -- well, strike that.

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1318

JAMES FICARO, ESQ.

121

1 We went over Mr. Federman.

2 Garrett D. Blanchfield?

3 A. Don't know who that is.

4 Q. Lawrence P. Eagel?

5 A. He and I have not had a con --

6 conversation that I recall that specifically

7 involved this. I did have to call him when

8 Mr. Hartleib filed his amicus brief in CenturyLink.

9 He was the firm that my firm was supporting for its
10 leadership position.

11 So I kind of had to call him out of the
12 blue and explain that Mr. Hartleib might be showing
13 up the next day and kind of explaining to him what
14 had happened years prior in Sprint, apologizing that
15 he was going to be kind of ambushed like that
16 because he was not expecting that to be the focus of
17 a hearing he was literally just landed from -- his
18 plane had just landed to attend.

19 So that was the first time I ever spoke to
20 Larry. I've spoke to him since, and he didn't raise
21 anything specific about it, nor of course would I.
22 So I don't really know him.

23 Q. Have you continued to work with Mr. Eagel
24 in other matters since CenturyLink?

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1319

JAMES FICARO, ESQ.

122

1 A. You know, CenturyLink, as far as I know,
2 is still going on, and I do believe they may have
3 been appointed. I'd have to refresh my recollection
4 some, but I do know that my firm has not been
5 assigned any work in that case.

6 Q. Is your firm working with Mr. Eagel's
7 office on any other matters?

8 A. Loosely in another matter, they are in
9 the -- they are in the case, we are in the case, but
10 we are not adversarial or aligned at the moment.

11 Q. Has Seth Leventhal ever expressed an
12 opinion to you regarding the reputation of The
13 Weiser Law Firm or Robert Weiser?

14 A. I don't know who that is.

15 Q. William A. McNab?

16 A. I don't know who that is.

17 Q. Sarah M. Lightdale?

18 A. Don't know who that is.

19 Q. Patrick E. Gibbs?

20 A. I don't know who that is.

21 Q. Have you ever had any communications with
22 anyone from Abelson Legal Search?

23 A. No.

24 Q. Has Louis Kahn ever expressed an opinion

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1320

JAMES FICARO, ESQ.

123

1 to you about Robert Weiser or The Weiser Law Firm?

2 A. No. I only met him for the first time two
3 weeks ago, and I'm not surprised that Mr. Hartleib
4 didn't come up.

5 Q. And how about Melinda Nicholson, has she
6 ever expressed an opinion to you regarding Robert
7 Weiser or The Weiser Law Firm?

8 A. She has not.

9 MR. MOTT: Thank you,
10 Mr. Ficaro. Those are all the questions
11 that I have.

12 MR. ROSENZWEIG: Thanks, Jimmy.
13 Enjoy the day. Go get the kids.

14 THE WITNESS: All right. Thank
15 you guys so much. I appreciate everyone's
16 time.

17 THE VIDEOGRAPHER: The time is
18 now 2:46. That concludes this video
19 deposition.

20 (Witness excused.)

21 (The deposition concluded at
22 2:46 p.m.)

23

24

JAMES FICARO, ESQ.

124

1

2

C E R T I F I C A T I O N

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

I, JAMES HOPPER, Registered
Professional Reporter, certify that the
foregoing is a true and accurate
transcript of the foregoing deposition,
that the witness was first sworn by me at
the time, place and on the date herein
before set forth.

I further certify that I am
neither attorney nor counsel for, not
related to nor employed by any of the
parties to the action in which this
deposition was taken; further, that I am
not a relative or employee of any attorney
or counsel employed in this case, nor am I
financially interested in this action.

James Hopper
Registered Professional
Reporter and
Notary Public
Dated:_____

JAMES FICARO, ESQ.

125

1 INSTRUCTIONS TO WITNESS

2

3 Please read your deposition over
4 carefully and make any necessary
5 corrections. You should state the reason
6 in the appropriate space on the errata
7 sheet for any corrections that are made.

8 After doing so, please sign the
9 errata sheet and date it.

10 You are signing same subject to
11 the changes you have noted on the errata
12 sheet, which will be attached to your
13 deposition.

14 It is imperative that you return
15 the original errata sheet to the deposing
16 attorney within thirty (30) days of
17 receipt of the deposition transcript by
18 you. If you fail to do so, the deposition
19 transcript may be deemed to be accurate
20 and may be used in court.

21

22

23

24

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1323

JAMES FICARO, ESQ.

126

1			- - - - -
2			E R R A T A
3			- - - - -
4	PAGE	LINE	CHANGE
5	- - -	- - -	- - - - -
6	- - -	- - -	- - - - -
7	- - -	- - -	- - - - -
8	- - -	- - -	- - - - -
9	- - -	- - -	- - - - -
10	- - -	- - -	- - - - -
11	- - -	- - -	- - - - -
12	- - -	- - -	- - - - -
13	- - -	- - -	- - - - -
14	- - -	- - -	- - - - -
15	- - -	- - -	- - - - -
16	- - -	- - -	- - - - -
17	- - -	- - -	- - - - -
18	- - -	- - -	- - - - -
19	- - -	- - -	- - - - -
20	- - -	- - -	- - - - -
21	- - -	- - -	- - - - -
22	- - -	- - -	- - - - -
23	- - -	- - -	- - - - -
24	- - -	- - -	- - - - -

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1324

JAMES FICARO, ESQ.

127

ACKNOWLEDGMENT OF DEPONENT

I, _____, do hereby
certify that I have read the foregoing
pages ____ to ____ and that the same is a
correct transcription of the answers given
by me to the questions therein propounded,
except for the corrections or changes in
form or substance, if any, noted in the
attached Errata Sheet.

DATE

SIGNATURE

Subscribed and sworn to before
me this ____ day of _____, 20__.

My commission expires: _____.

Notary Public

JAMES FICARO, ESQ.

128

Exhibit A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1326

JAMES FICARO, ESQ.

129

Exhibit B

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1327

JAMES FICARO, ESQ.

130

Exhibit C

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1328

JAMES FICARO, ESQ.

131

Exhibit D

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1329

JAMES FICARO, ESQ.

132

Exhibit E

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1330

JAMES FICARO, ESQ.

133

A		
<p>a.m 1:16 Abelson 66:24 122:22 able 43:17 67:12 85:6 114:8 Absolutely 48:22 access 29:20 66:16 accessed 66:16 accommodation 89:7 accommodations 89:1 account 74:16 75:7 accurate 27:3 83:20 124:7 125:19 accurately 109:22 ACE 17:8,11 ACKNOWLEDGMENT 127:1 acquaintance 10:12 act 115:18 117:12 acting 5:13 action 4:17 9:6,9,23 10:10,16 11:17,22 12:19 13:12 15:12 21:7 24:9 34:2 52:13 53:19 54:3,7 57:22 58:17 62:21 63:16,18 71:21 72:19,19,21 72:23 91:1 105:24 106:13 109:8 112:11 115:15 116:11 116:12 124:15,19 actions 8:18,19 9:1,1 31:13 31:14 115:17 active 9:6,24 26:16 113:11 118:13 activities 63:2 actual 34:23 44:6 56:16 98:5 added 79:4 adding 78:5 additional 41:8 68:23 address 42:19 46:10,21 47:1 47:3 66:2,9 77:5 addresses 47:17 Addus 63:13 admin 69:15 administered 5:19 administrative 35:3 36:20 74:18 admitted 108:2,4 adversarial 122:10</p>	<p>affidavit 3:20 77:14 ago 29:8 102:17 123:3 agree 74:5,17 agreed-to 34:9 agreed-upon 41:11 agreement 4:1 95:14,20 agreements 14:4 95:17 Aguilar 117:15 ahead 49:21 75:22 82:2 86:4 90:3 Air 48:20 al 4:18 Alan 39:1 Alex 99:22 Alexander 66:1 78:24 79:14 79:16 99:22 Alfred 118:19 algorithm 62:14,17 algorithms 62:18 aligned 122:10 allegations 87:5 103:16 alleged 87:7 allow 99:2 ambushed 121:15 Amended 3:15 9:9 12:2,11 38:1 46:4 49:8,22 50:16 51:16 57:9 62:4 American 2:10 amicus 121:8 amount 42:7,8 88:9 107:10 answer 17:22 42:12 66:5 73:18,18 76:7 89:17,22 93:24 97:13 105:22 answers 127:6 antitrust 92:14,22 anybody 59:19 apologies 46:22 apologize 7:14 93:21 94:6 apologizing 121:14 apparent 76:13 APPEARANCES 2:2 appeared 60:22 appears 49:10 67:11 70:17 70:18 79:13,18 80:11 appellate 52:13 97:8,15,19,21 98:5,9,10,14,17 application 29:17</p>	<p>appointed 122:3 appointment 106:4 apportioned 99:2,6 appreciate 44:10 89:6 94:5 123:15 appropriate 125:6 approval 14:14 39:21 approve 32:8,10 33:10,13 34:6,8 42:24 approved 34:12,16 42:10 81:8,20 99:6 approving 41:10 80:21,24 approximately 13:13 20:23 22:12 30:11 31:18,19 34:14 37:16 39:19 47:8 78:7 87:10 April 50:17,24 Archita 30:3,5,8,14 64:14,23 65:1,5,9 archived 27:18 60:10 66:6,10 83:6 archives 29:8,11 archiving 66:12 area 9:3 areas 8:15 107:18 arrangement 107:5 arrangements 96:5 article 37:12,19,22 38:9 55:4 55:12,19 56:2 57:2,7 62:7 62:10,16,22 104:5,9,14 asked 12:10 27:16 32:19 asking 26:18,24 43:13 45:23 87:15 95:8 96:22,23 108:14 111:23 assembled 66:19 assigned 122:5 assignments 24:20 assist 13:21 23:5 34:19,23 36:19 58:4 61:23 63:12 97:10 assisted 14:12 15:5 associate 7:9,11 31:11 associated 120:2,3 assume 27:18 35:16 59:16 69:4 78:9 113:18 117:14 assumed 23:3 84:24 assuming 110:23</p>

JAMES FICARO, ESQ.

134

<p>attached 3:14 77:21 78:4 79:7 83:5 125:12 127:10 attaching 82:7 attachment 78:4 79:8 attachments 40:8 attempt 29:3 attend 13:24 25:11 39:14,16 97:15 121:18 attendance 85:9 attended 42:19 45:4 98:16 attending 5:3 39:20 attorney 5:10 8:4,8 10:13 11:14,15 17:19 18:6,9 19:4 19:16,18 26:6 39:3,9 53:9 53:16 57:23 63:20 64:1 71:14 107:24 109:20,24 116:15 124:13,17 125:16 attorneys 10:6 11:11 15:15 16:6 18:22 19:2 20:6 23:2 42:18 43:16 45:6 52:6 53:1 53:21 56:1 57:1,4 63:17 83:13 95:4,17 97:22 98:20 107:2 112:5 attorneys' 42:7,11 102:1 auspices 65:9 automatically 99:17 Avenue 2:6 awaiting 68:5 award 15:7 34:8,9 37:12 73:2 73:8 95:23 96:1 99:1 awarded 72:13 102:1 109:20 aware 10:22 14:8 26:4,5,8,12 85:13 87:7 96:6,14,17,18 97:2,3 113:8</p> <hr/> <p style="text-align: center;">B</p> <hr/> <p>B 1:4 3:12,16 43:8,10 82:2,13 129:1 B-E-R-H-O-R-S-T 120:6 B-R-O-S-Z 39:1 back 14:16,18 19:17 26:20 27:1,2 29:3 46:21 49:4 57:9 66:17 69:19 74:24 76:20,23 77:2 79:5 80:3 88:22 93:23 93:23 94:2 101:14 104:9 114:14 115:15 background 79:15 108:6</p>	<p>badgering 52:21 Bank 106:1 bar 10:7,7 26:18 27:1,2,14,17 55:7 56:19 100:3,3,9,10 111:15,22,24 112:12 based 53:12 78:19,23 80:9 basing 69:1 basis 74:15 Bates 67:10 69:8,8 BDStecker@WeiserLawFi... 46:18 bear 64:11 becoming 7:7 17:18 began 8:23 beginning 12:18 39:8 43:20 57:10,12 64:5 82:5 90:20 begins 12:18 57:11 90:21 behalf 5:6 24:10 92:19 105:24 109:8 116:13 believe 17:8 22:16 24:1 27:10 29:24 35:7,7,10 37:17 39:2 40:3 41:6,24 44:2 58:19 59:5 61:13 65:21,22 66:15 68:16 69:9 70:9 72:15,20 85:21 89:9 93:11 94:19 98:18 100:1 101:17 106:24 114:7 119:8 122:2 bell 120:4 Berger 44:16 Berhorst 120:5 Bernstein 44:16 best 41:8 better 71:4 85:2,3 86:22 beyond 36:5 62:10 88:1 Big 3:16 38:21 39:4,12,16 41:2,4 42:23 43:5 45:21 56:12,14 Bilgere 68:21,24 billing 34:20 70:5 bit 8:23 20:18 46:20 100:5 bite 76:5 biweekly 25:2 Blanchfield 121:2 blue 92:13,22 121:12 blurb 79:16,20 80:10,14 Board 63:1,9 Bob 2:16 4:10</p>	<p>body 69:16 80:19 82:3 bookkeeper 69:22 Boren 51:6,8,10 52:23 117:19 117:23 Borhorst 120:5 boring 73:18 bottom 69:2 79:18,22 80:9 82:19 83:8 bounds 36:5 Brandt 119:15 break 48:19 49:1 75:10,18,20 76:2,3,17 88:14,19 108:16 114:6,11 Brett 19:14 20:8 26:14 27:7 37:7,8 39:7 50:8 65:24 71:1 71:11 80:6,17 90:14 Brian 117:24 118:5,6 brief 121:8 bring 57:2 bringing 85:16 Broad 2:11 broke 46:19,23 Brosz 39:1 brought 50:9 61:21 66:23 85:14 87:1 90:13 Bruce 11:16,19 Building 2:10 built 68:9 businesses 69:24</p> <hr/> <p style="text-align: center;">C</p> <hr/> <p>C 3:17 64:7 69:17,17 82:15 82:15,16 90:24 124:2,2 130:1 C-O-G-N-I-Z-A-N-T 54:11 calculation 57:24 calculations 15:12 California 106:24 108:2 call 25:9 26:17 41:7,9 42:19 43:17,22 44:2,20,22 45:1,7 45:9,12,13 56:5,13,22 75:15 76:3,4,11 82:22 83:9 89:7 89:14 101:14,18 121:7,11 called 16:1 27:12 69:2 calling 88:13 calls 25:2,11,14 55:2 56:24 57:5 94:23</p>
--	---	---

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1332

JAMES FICARO, ESQ.

135

<p>camera 32:20 carefully 125:4 Carnazza 109:15 110:2,9,15 case 1:2 4:18 9:16,20 10:15 12:3,20 13:15 14:12 15:7,20 18:9,10 20:7,11,12,16,17 21:4,5,9 23:7,24 24:8 25:17 26:23 32:6,18 34:6,20 36:8 36:14 37:13 38:15,18,22 39:4,8,12,17 41:13,23 42:11 42:20,23 43:6 44:20 45:21 52:7,15 54:6,24 56:16,23 58:13 60:5 63:12 64:4 66:20,23 67:3,7 70:13,16,20 72:5,14,17 73:22 81:10,14 83:14 87:5,16 88:2,5 90:13 96:8,15,21 97:5,8,23 98:6 98:21,23 99:3 103:9,13 105:16,21 106:5,7,9 107:16 109:6,13,16 110:14,24 111:2,4,5 112:19 113:4,6,9 113:11,15,20 117:13 118:13 118:16 119:12 122:5,9,9 124:18 case-by-case 74:14 cases 9:4 10:5 14:5 17:20 19:21 20:1 26:16 31:15 54:23 55:8 56:4,8,12,14,24 58:2,5 71:9,24 73:13 85:14 85:16 95:15 96:4 101:21,22 102:21 104:20,23,24 105:2 105:6,9,12 109:10 110:16 110:19 111:16 112:4 114:17 116:2,10 catch 25:20 97:13 cause 10:16 Center 2:5 CenturyLink 56:12,15 121:8 121:24 122:1 certain 29:6 54:16 72:11 78:1 83:18,22 112:23 certainly 15:3 34:1 55:13 certify 124:6,12 127:4 chain 3:17 67:16 69:15 70:11 75:1 78:10,21 79:5,23 81:22 82:4,6,19 83:8 112:20 chambers 51:6 58:24 61:2</p>	<p>96:8,15,16 97:3 117:20 change 83:22 126:4 changed 17:9 59:16 118:15 changes 68:11 100:23 101:1 102:4 125:11 127:8 check 45:1,4 75:7 99:16,19 check-in 26:15 checking 79:4 checks 74:19 Cheryl 69:18 70:7,8 75:2 80:17 Christopher 63:19 Chuck 119:17 city 31:23 54:1 77:6,7,12 Civil 4:16 claim 89:12 claims 21:5 36:7 clarification 44:10 clarify 18:1 73:6 class 8:19 9:1 10:10 12:19 31:15 91:1 115:15,17 clear 44:21 78:15 client 10:11 11:13 23:23 91:21 95:20 103:5,8,11 109:16 clients 5:12 10:4 87:8,10 88:10,11 89:12 90:6 93:17 101:20 104:2 107:6 116:13 close 65:22 90:2 co-counsel 101:21 co-lead 24:12 54:2 72:20 73:1 73:8 105:8,14 106:4,12 Cognizant 54:8 collaborative 39:7 collective 64:9 collectively 20:3,5 come 10:8 46:15 84:21 90:2 95:1,3 104:5,9 123:4 comfort 75:10 coming 8:9 86:18 commenced 104:24 105:2,9 105:12,17 106:2 109:10 116:3 commencing 1:15 comment/brainstorming 77:22 commission 127:16</p>	<p>communicate 45:8 54:15 communicated 22:13 communicating 68:17 communication 112:4,13 communications 1:15 4:3 20:15 45:24 47:20 52:1,6,10 111:21 122:21 company 69:2 70:15 74:1 115:18 Complaint 3:15,19 9:8,9 12:2 12:11,11 38:2 46:4 49:8,22 50:16 51:16 56:10 57:9 62:4 90:13 103:16 compound 11:4 computer 16:23 25:22 29:22 con 69:16 121:5 concern 54:12,15 concerns 53:2 102:8,20 concluded 123:21 concludes 123:18 conference 25:2,11,14 40:16 confidential 115:19 confirm 58:20 79:4 confirmation 59:8,11 67:18 68:2,6 confirmations 59:2 confusing 44:9,11 connection 97:13 constant 52:19,20 consult 63:4 consulting 14:4 contact 22:4 38:15 103:19 115:18 contacted 22:22 38:18 100:9 contacts 44:6 51:7,11 contents 47:22 48:1 50:7,9,21 51:7 52:3 continue 21:18 27:6 89:3,4 continued 121:23 continues 52:18 continuing 36:2 contractor 70:2 controlled 74:4 convening 40:22 conversation 49:19 52:23 56:17 103:11 117:2,11 119:2,16,18,20 120:7,15,21</p>
--	---	---

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1333

JAMES FICARO, ESQ.

136

<p>121:6 conversations 37:18 50:2,5 50:20 51:5 52:16 98:4 102:12 103:22 cooperated 65:15 copied 40:13 45:7 47:21 49:10,17 50:6 55:22 71:12 96:23 copy 23:4 60:15,18 96:9,20 96:23 97:4 copying 79:12 80:17 Corp 106:1,19,21 107:7 109:19 110:12,17 111:1,6 Corp.'s 107:18 corporate 42:4 corporation 24:10 54:5 63:14 74:2 106:1 109:9 111:2 correct 7:1 65:20 80:12 84:1 109:16,17 113:11 127:6 corrections 125:5,7 127:8 correctly 7:12 corresponding 26:22 counsel 2:7,12 4:1,22 5:15 23:6,9,13 24:11,12 35:16,18 35:23 37:9 43:15 44:6,20 54:2 60:15,18 63:5 72:16,20 72:22 73:1,7,8 74:9 94:24 96:9,10,16,19 97:5 105:9,14 106:10,12 109:21 110:23 111:6 112:21 113:6 114:16 117:12 124:13,18 couple 21:6 31:2 34:17 70:1 102:16 111:15 116:7 course 21:10 121:21 court 1:1,22 2:17 4:11,15 5:15,16,18 9:22 14:17 34:5 34:11,20 35:5,15 37:2,9 39:22 40:17,19,21 41:13,22 42:1,14,19,23 45:19,21 51:6 51:7,11 52:21 70:19,23 72:19,20,21 76:22 82:12 94:1 95:23,23 96:2,9,19 99:2,6 106:3 110:20,22 125:20 Court's 37:12 60:17,19 courtesy 23:4 courts 57:21 58:5,9,16 60:22</p>	<p>70:21 Courts' 61:1 covers 74:2 COVID 20:20,20,23 21:22 59:17 101:3,5 102:16 created 33:1 credentials 72:10 criminal 61:20 criteria 41:3 Cross/Blue 92:14,22 current 7:3 8:15 15:24 17:6 46:10 currently 6:24 9:24 19:5 44:7 116:2 cutting 100:5</p> <hr/> <p style="text-align: center;">D</p> <hr/> <p>D 3:3,18 90:12,17 121:2 131:1 daily 26:15 dam 88:4 damages 88:5 Dash 91:8,12 Data 69:3 81:18 date 47:11 64:19,21 67:16,17 77:24 78:6,11,17 82:20 83:20,21,22 91:17 92:3 124:10 125:9 127:12 dated 49:23 50:17 124:23 David 44:2,14 92:3 day 16:19 26:10,11 37:17 47:10,14 70:1 78:13,14 118:12 121:13 123:13 127:15 day-to-day 20:19 days 32:23 39:22 70:1 125:16 December 82:7,9 92:10,18 93:3 decided 20:4,5 91:2 93:8 103:5 deciding 93:5 decision 20:9 97:19,22 decisions 19:24,24 declaration 77:12 82:8,9,21 82:24 83:16 declarations 14:24 15:3 23:16 77:10 83:5</p>	<p>declines 86:14 decrease 62:21 deemed 125:19 Defendant 1:8 2:12,18 5:1 defendants 44:18 defense 44:20 delaying 94:8 deliveries 59:8,12 delivering 33:17 delivery 59:2,4 demand 65:8 department 8:18,20,22 84:11 84:14,16,18,23 85:2,3,7,11 86:13,18 95:16 104:17 109:11 116:3 department's 94:11,14 depending 58:22 depends 118:11 deponent 4:21 127:1 deposed 88:2 deposing 125:15 deposition 1:4,12 4:10,13,14 4:21 9:13 23:7,10,13 123:19 123:21 124:8,16 125:3,13 125:17,18 depressed 101:7 derivative 8:18 9:1,16,18 10:1,4,5 12:20 13:15 14:5 17:20 18:8 19:20 20:1,11 21:7 24:9 31:14 34:2 38:21 84:16,18 105:24 109:8 111:2 112:4 113:4 116:12 describe 98:8,10 described 86:17 98:13 description 3:14 79:14 designation 70:3 106:6 designed 21:15 desk 30:1 99:17 detailed 56:9 73:23 developed 115:20 device 29:23 difference 34:10,14 different 38:1 47:5 69:23 103:2 digital 33:4 diminish 62:21 direct 38:2</p>
---	--	---

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1334

JAMES FICARO, ESQ.

137

<p>directly 19:5,11 67:16 68:18 103:3 110:13</p> <p>disabilities 115:21</p> <p>disagreed 42:7,8</p> <p>disbarred 26:5 27:13 95:7</p> <p>Disciplinary 63:1,9</p> <p>disclosed 95:20 110:2,5,19 115:22</p> <p>disclosure 110:22</p> <p>discoverable 21:16</p> <p>discovered 25:4</p> <p>discovery 36:6 62:14</p> <p>discuss 45:7 97:21</p> <p>discussed 45:24 54:23 111:17</p> <p>discussing 57:11</p> <p>discussion 10:14 20:7 25:7</p> <p>discussions 98:1</p> <p>distraction 108:20</p> <p>distribute 59:23 74:13</p> <p>District 1:1,1 4:15,16</p> <p>divvied 73:9,10</p> <p>docket 3:16 43:5,16 44:5 60:23</p> <p>docs 68:23</p> <p>document 12:8 24:9,14 25:16 25:24 28:19,22 33:4,23 47:18 64:4 65:2,7 66:19,22 67:8 69:3,8 72:1,5 81:17 108:22 109:4</p> <p>document-review 25:2</p> <p>documents 9:12 15:6,9 25:4,8 25:10 28:14 34:24 37:1 61:24 65:7,16 67:2,5 70:13 108:7</p> <p>doing 19:17 74:10 81:9 125:8</p> <p>dollars 34:17,18 86:20</p> <p>door 99:18</p> <p>doors 99:17</p> <p>downstairs 27:8 101:15</p> <p>dozen 116:7</p> <p>draft 12:13 77:21 79:16 103:15,18</p> <p>drafted 15:2 23:20 58:10</p> <p>drafting 23:18 97:10</p> <p>due 53:11,17 84:22 93:13,18 98:22</p> <p>duly 6:12</p>	<p>duration 66:14</p> <hr/> <p>E</p> <p>E 3:3,12,20 108:23,24 122:19 124:2 126:2 132:1</p> <p>Eagel 121:4,23</p> <p>Eagel's 122:6</p> <p>Eagle 106:1</p> <p>earlier 16:5 19:15 82:20 83:19 106:14</p> <p>early 26:11 63:15 99:13 104:19</p> <p>East 2:6</p> <p>Eastern 1:1 4:16</p> <p>eat 76:5</p> <p>economic 98:21</p> <p>edited 58:10</p> <p>efforts 55:10 119:11</p> <p>Eighth 2:6</p> <p>either 47:10,13,14 58:10</p> <p>electronic 111:20 112:14</p> <p>email 3:17 26:24 27:11,15,21 28:1,9,13,24 29:4,16,20,21 40:1,2,6,13,17,20,23 42:21 45:7,8,20 46:1,5,5,10,13,14 46:21 47:1,2,4,9,16,21 48:2 48:9,11 49:9,11,11,14,17,18 49:20,22,24 50:3,6,10,13,16 50:18,21,23 51:1,14,14,20 51:23 52:2 55:15 56:11 59:3 60:1 64:15,18,19,20 65:24 66:3,6,8,9,10 67:11 67:15,16,18,20 68:20 69:14 69:15,16 70:11,24 71:6,10 75:1,1,2,4 77:5,20 78:3,7,10 78:12,20,24 79:6,11,20,22 80:16 81:22 82:4,6,20 96:10 96:17,18,22 97:2,3 100:2,8 100:11 103:19 111:24</p> <p>emailed 60:6</p> <p>emailing 60:1</p> <p>emails 28:15 29:6 47:13 52:7 52:11,18 53:2,6,11,12,18 55:22 60:9 66:16 68:12 83:6,6 96:7,14 112:8,15,15 112:16,20,22 113:13,17,19 113:23</p>	<p>employ 30:3 31:6</p> <p>employed 95:6 124:14,18</p> <p>employee 6:24 115:24 124:17</p> <p>employees 115:18</p> <p>employment 63:5</p> <p>encounter 61:18</p> <p>ended 27:5 41:7,9 73:3</p> <p>enforcement 61:24</p> <p>Enjoy 123:13</p> <p>enter 15:16</p> <p>entered 43:15 44:6 111:6 113:6 116:10,14</p> <p>entire 45:16 101:9</p> <p>entirety 39:10 73:8</p> <p>entities 93:12</p> <p>entity 14:4 115:5,13</p> <p>Equifax 56:11,15 61:14</p> <p>equitable 7:20,24</p> <p>errata 125:6,9,11,15 127:10</p> <p>ERSA 1:22 2:17 4:11 5:16</p> <p>escrow 74:3,15</p> <p>ESQ 1:4,7 3:5</p> <p>ESQUIRE 2:4,5,10</p> <p>et 4:18</p> <p>ethics 63:4</p> <p>everyone's 123:15</p> <p>evident 55:5</p> <p>exact 66:12</p> <p>exactly 15:23 29:9 40:11 53:8 66:4 69:5 70:18 78:17</p> <p>EXAMINATION 1:5</p> <p>examined 6:13</p> <p>example 10:9 11:1 25:10 112:18</p> <p>excuse 93:23</p> <p>excused 123:20</p> <p>executed 77:11,12,14 82:24</p> <p>exhibit 3:15,16,17,18,20 12:1 12:4 37:24 43:8,10 46:3 49:7,8,21 50:15,23 51:13,16 51:17 64:7 82:2,13,15,15,16 90:12,17 108:23,24 128:1 129:1 130:1 131:1 132:1</p> <p>exist 18:19 28:16</p> <p>existing 10:9 54:2</p> <p>Expanding 53:15</p> <p>expect 103:21</p>
--	---	--

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1335

JAMES FICARO, ESQ.

138

<p>expected 85:1 expecting 121:16 expires 127:16 explain 10:16 41:12 101:22 121:12 explained 41:5 65:5 explaining 121:13 explanation 41:22 90:1 explicitly 102:24 103:7 express 53:1 54:12 57:5 102:8 119:7 expressed 53:10,16,21 54:21 102:22 114:18,22 116:16 117:16,20 118:3,6,20 119:3 120:9 122:11,24 123:6 extent 8:24</p> <hr/> <p style="text-align: center;">F</p> <hr/> <p>F 124:2 F-E-D-E-R-M-A-N 53:24 face 102:24 109:3 fact 11:4,5 27:14 facts 41:24 fail 21:7 125:18 failed 41:3 fairly 6:3 52:17 fall 18:16,17,21 19:1,9,19 20:2 69:19 84:13,19 85:12 85:17 104:18 105:10 familiar 11:15 77:16 106:19 115:2 117:6 far 56:16,18 66:17 122:1 fashion 62:19 February 78:11 79:2,2 federal 59:1 72:19,23 Federman 53:24 54:1 106:13 121:1 FedEx 59:8,12,15,20 60:2 FedExes 59:1 fee 15:6,10 34:8,9,11,11 37:12 41:11 73:2,8 95:12,17 95:19,22,24 96:1,5 98:22 99:1 107:5,8,9 110:1,16,20 feel 89:18 fees 42:7,11 43:2 72:13 102:1 109:20 Ficaro 1:7 3:5,20 4:22 5:10</p>	<p>6:12,19 49:6 73:14 90:6 94:7 105:18 108:8 114:16 123:10 field 47:11 75:16 fielding 25:8 filed 12:14 23:19 112:10,18 116:11,12 121:8 filing 15:4 112:21 filings 53:19 fill 16:22 final 12:14 19:24 39:21 financial 84:10,22 92:6 financially 84:18 124:19 financials 85:10 fine 75:13,24 finish 12:24 finished 13:1 31:21 57:19 89:13 fired 86:7 firm 1:4 4:18 5:7,11 7:1,11 7:18,21 8:9,16 9:18 10:3,19 14:3,24 15:9 16:2 17:2,11 17:14,19 18:9,18,23 19:2,5 19:10,21 20:19 23:5,12,23 24:11,24 25:13 26:10 28:8 29:14,17,19 30:2,6,9,15 31:3,6,10,16 32:3,5,24 33:10,13,16,23 36:12 38:7,7 38:12,20 39:4 40:14 44:3,14 44:22 46:11 47:3 51:10 53:9,16,24 55:7 59:7,11,15 59:20,22 61:6 62:17,20 63:2 63:6,10 65:14,15,20 66:9,23 67:22 69:20 71:2,20 72:12 72:16 73:2 74:9 75:5,8 77:15 79:1 82:1 83:3 84:1,4 84:7,8 87:2,8 90:7,14,15,22 91:4,9,14,18,22,24 92:4,5,8 92:12,13,16,21,21 93:1,5,6 93:9,13,16,18 95:5 99:14,21 102:22,23 103:5,21,23 104:6,10,13 105:8,14 106:5 106:10,22 107:4,4 109:20 110:11 111:5,9,15 115:23 116:14,17 117:16,21 118:21 119:5 120:3,10 121:9,9 122:4,6,13 123:1,7</p>	<p>firm's 13:3,3 17:6 23:2 62:13 64:1,4 81:24 109:15 120:23 firms 11:11 20:16 57:1,5 73:9 73:21 74:4,5,16,20 83:13 94:23 95:5 98:19,20 99:3 106:10 111:21 112:2,5,16 113:14,20 first 3:15 12:2 13:9,10 24:6 26:8 37:15 38:1 46:4 47:8 49:8,21 50:15 57:9 62:3 76:8 77:21 78:20 90:23 121:19 123:2 124:9 five 75:13 90:10 100:24 five-minute 48:18 75:10 114:6 flat 107:10 focus 121:16 focused 8:24 folks 56:20 follow 43:14 58:23 73:5 follow-up 42:14 followed 60:18 following 4:9 55:7 follows 6:14 foregoing 124:7,8 127:4 form 4:4 7:24 11:3 12:10 14:7 15:14 16:17 17:22 28:4 33:20 35:9 36:16 41:15 45:15 62:19 81:3 86:1 87:13 116:6 127:9 formal 10:19 32:24 formally 16:8 format 35:6 47:6 formatting 35:3 former 76:8 91:21 101:20,21 101:21 forth 124:11 forward 10:18 forwarded 40:4 96:10,16 found 25:9 four 89:2 90:9 Frank 93:4 109:15 Fraud 63:13,22 Friday 1:15 front 30:1 99:17 108:7 functioning 46:21 47:2 fund 74:3</p>
---	--	--

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1336

JAMES FICARO, ESQ.

139

funds 74:17 fungible 86:21 further 62:6 82:6 124:12,16 <hr/> <p style="text-align: center;">G</p> <hr/> G 118:19 G-R-Y-P-H-O-N 115:6 Garrett 121:2 gauge 101:4 general 25:6 generality 105:22 generally 7:13 10:3 26:14 47:13 52:5,12 68:10 74:21 103:10 112:3 gentleman 53:23 68:9 Genworth 92:5 George 117:15 getting 29:10 ghost 101:16 Gibbs 122:19 give 24:20 given 118:13 127:6 giving 65:15 Glenn 90:15 go 6:9 8:11 12:22 29:3,10 43:23 44:5,13 51:2 57:13 68:12 70:7 75:15 76:15,19 80:3 82:2 84:8,9,12,22 86:4 87:23 90:3,20 93:6 111:13 114:1 123:13 goes 66:17 88:4,5 109:18 going 20:18 21:1,13,14 28:11 35:24 43:7,14,19 45:14 48:19,20,24 49:21 50:23 51:13 57:9,16 64:6,8 65:3 68:14,15 69:14 70:11 71:10 75:17 76:14,15 77:18 78:2 79:5,11 80:16 83:20 87:14 87:18 88:18 91:6 96:11 103:12,17 108:13 114:4,5 121:15 122:2 GOLDBERG 2:9 golf 100:21 102:14 Good 6:19,20 Google 103:23 104:6,9 Googled 104:11,12 Gosh 99:14	gotten 101:14 grab 59:23 76:4 graduate 8:13 graduation 80:7,8 gravidum 21:4 great 6:9 Green 70:8 80:17 Green's 75:2 Greg 119:22 Grossmann 44:16 group 52:14 73:21 groups 31:12 Gryphon 115:5,8,9 guess 10:24 27:6 28:5 74:8 guys 5:22 123:15 <hr/> <p style="text-align: center;">H</p> <hr/> H 3:12 H-E-R-S-H-E-W-E 117:9 Haltzman 2:4 5:6 hand 16:22 handbook 115:24 handed 99:19 handful 90:9 handle 8:18 handled 29:13 handles 59:14 handling 17:19 18:6,9 happen 74:21 103:24 happened 41:5,12,23 42:20 101:23 121:14 happening 25:21 26:16 118:12 happens 103:10 110:24 happy 42:12 86:23 hard 75:21 77:24 89:4 101:4 104:22 hardcopy 33:5 Hartleib 1:7 2:18 4:19 5:1,2 6:22 13:10 40:3 41:1 42:2 45:21 49:9,22 50:17,24 52:8 52:18 53:3,6,11,18,19 54:3 54:22 55:7 56:6 61:9,12,18 93:14,19 94:24 96:8,15,19 97:4 98:2 102:6,18,20 103:6 104:4,16 105:5 106:12 111:18,22 112:1,6,10,17	113:14,21 114:20,24 119:11 121:8,12 123:3 Hartleib's 40:1 42:21 51:7,10 52:11 113:8 hassle 74:18 head 84:15 health 93:7 102:5,9 115:21 hear 5:21,22,24 6:3 48:5 94:7 heard 10:10 11:21 13:10 55:1 70:4 115:11 hearing 7:15 39:21,21,24 45:4 98:5,9,10 121:17 hearings 39:14,16 Heinz 113:2 Helios 91:10 help 9:7 48:21 helps 69:23 Henry 19:18 Hershewe 117:9,10 hired 38:8 Holdmeyer 120:9 holy 66:1 Homecare 63:14 honest 101:2 honestly 72:10 105:15 hope 101:23 Hopper 1:13 5:15 93:24 124:5,21 host 25:14 72:8 hosted 24:14 72:1,4 81:17 hot 25:5 hour 48:19 hours 15:11 20:24 21:20 22:1 32:20,22 42:8 57:22 70:22 hundred 62:5,5 <hr/> <p style="text-align: center;">I</p> <hr/> I-N-G-R-A-O 91:17 ID 100:3,4,9 idea 11:13 24:3 40:7 59:9 64:22 identification 12:5 43:11 82:17 90:18 109:1 identified 58:13 63:24 65:12 71:9 identify 43:16 105:16 identifying 58:1
---	--	--

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1337

JAMES FICARO, ESQ.

140

III 91:8,12 Illinois 63:13,22 impact 104:16 105:6 imperative 125:14 imply 28:19 improved 85:7,21 improvements 86:10,14 in-camera 34:21 35:6 36:21 36:24 in-person 61:18 inappropriate 73:14 inaudible 22:6,8 25:18,19 46:17 48:3,15 inclined 105:20 include 14:13 40:8 67:7 included 14:23 57:23 83:12 96:19 includes 15:11 including 15:10 incoming 89:14 increase 94:17,20 incurred 98:22 independent 56:22 70:2 indicate 43:22 indicates 64:15 77:11 indicating 118:14 individual 20:6 30:3 31:7 35:12 58:23 59:3 115:2 individually 16:6 individuals 40:12 47:21 49:16 50:6 93:12 infatuated 55:9 inform 95:23 information 41:8 73:12 101:12 103:20 informed 20:11 88:24 106:11 Ingrao 91:17 initially 73:10 inquire 77:6 95:5 inquired 77:7 inquiring 22:3 inquiry 77:8 100:10 inside 55:6 instance 22:14 103:4 106:15 106:17 instances 54:20 59:3 instructed 96:20 97:4	instructing 89:17,22 INSTRUCTIONS 125:1 Insulet 109:8 111:1 insurance 74:1,1 intended 59:6 interact 99:9 100:13 112:3 interaction 11:18 20:15 38:6 111:8 interactions 100:17 111:12 interest 7:18,20 8:1 101:8 interested 10:12,15,17 124:19 interesting 25:4 interject 65:4 internal 72:7 75:4 internally 29:13 71:9 intervene 28:12 intervention 87:19 introduce 4:23 introduced 99:18 inventory 70:12 investigation 13:3,4,6 invoices 32:22 36:12 involve 98:1 involved 9:6,21,22,24 14:11 20:16 39:8,9,11 41:4 52:6 63:15 73:22 83:13 86:24 95:13 97:5,22 98:20 111:21 113:1,15,20 114:18 120:22 121:7 involvement 97:7 113:9 involving 102:21 110:14 irrelevant 36:3 90:1 issuance 41:10 issue 97:13 issues 102:3 115:21	Jeff 68:23 80:18 Jeffrey 17:15 24:7,17,20 26:5 27:16 32:1,6,8,14 33:7,24 57:11 58:2,6 61:21,24 63:5 63:10,24 64:16 66:24 67:21 70:16 72:2 77:5 78:24 79:14,17 80:21 82:4,23 83:17 100:9 Jenness 120:13,14 Jennifer 120:5 JFicaro@WeiserLawFirm 46:14 Jill 51:6 117:19 Jim 5:15 76:19 Jimmy 6:4 22:8 48:4,14 80:20 86:5 123:12 JMF@WeiserLawFirm.com 46:13 job 7:3 John 91:7,12 joined 111:14 joint 74:15 jointly 74:3,5 Jonathan 31:7,9 Joseph 19:16 Journal 37:11 38:8,14 55:4 55:12,18 56:1 57:2,7 62:10 62:16,22 104:5,9,13 Journal's 62:6 judge 32:19 40:1 41:6 42:9 58:22 117:19 judge's 35:11 judges 58:11 59:1 60:1 101:21,23 jump 36:1 74:24 jumped 68:20 70:24 Jumping 62:3 jumps 43:21 jurisdiction 72:18 justify 89:10
J		
J 78:24 80:18 117:24 118:5,6 120:20 J-A-K-U-B-E-C 119:1 J-A-S-N-E-R 117:4 Jakubec 119:1 James 1:7,13 3:5 4:21 6:12 124:5,21 January/February 78:9 Jay 117:4 118:23,24		
K		
KAGlive@comcast.net 75:2 Kahn 122:24 Kansas 42:2 Kasner 117:4 Kayla 119:13		

JAMES FICARO, ESQ.

141

keep 57:15 keeps 25:21 kept 66:13 Kessler 44:24 45:3 71:14 72:1,4 Kevin 2:5 5:5 kids 108:14 123:13 kind 7:20 10:19 15:21 20:18 32:23 39:5 41:6 54:24 55:6 55:8,9 68:9,9 69:21 73:17 84:24 86:14 101:3,22 118:11 121:11,13,15 King 2:6 knew 59:21 knocked 99:18 know 7:24 10:7,8,9 12:21,24 16:10 17:5,6,11 18:4 22:2 22:20,23 23:3,11,12,14,20 23:21,22 24:13,14 26:11,18 27:9,19 28:24 29:1,7,8,9,11 29:13,15,19 30:11,12,13,19 31:2,18,20 32:3,7,10 33:15 33:21 34:3,5,10 35:15,16,17 35:21 36:24 37:3,4,6,7,10 38:3,11 39:7,19,24 40:6,9 40:12,19,24 42:4 43:23 44:24 45:3 46:16 47:5,6 49:16 50:10 51:9,12 52:14 52:17,19 53:14,23 54:13,19 55:9,13,21,24 56:4,9,19 57:13 58:15,16 59:10 60:5 60:12,21,24 61:5,11 62:16 62:18,20,23 63:11,17,21 64:2 65:1 66:3,4,12,13,14 66:17 67:4,5,23,24 69:5,17 70:3,19 71:5,21,24 72:4,6,6 72:7,10,12,22,24 74:1 75:6 75:23 76:11 77:6,13,17,23 78:7,15,17 79:3 80:15 81:10 83:2,7,10,12,15 84:3,9 85:15 87:10,14,17 89:13,24 90:6 91:2,12,21 92:7,15,23 93:8,17,20 94:11,14,17,20 94:22 95:13 96:7 98:16 99:1,5 101:11,23,24 102:7 102:13 103:13,22 104:4,7,8 104:19 105:5 106:9 107:1,1	107:3,6,20,21,22,23 108:3,4 108:6 109:6,24 110:5,13 111:7,14 112:9,20 115:20 116:13 120:1,12,17,19 121:3,22 122:1,1,4,14,16,18 122:20 knowing 95:7 101:9 knowledge 62:8 84:17 87:4 115:16 known 55:6 70:7 118:8 Kraft 113:1 Kristen 71:11,12 <hr/> <p style="text-align: center;">L</p> <hr/> L 71:11 L-E-A-P 16:1 label 43:8 labeled 106:6 lack 71:3 101:7 landed 121:17,18 language 78:23 large 73:21 Larry 121:20 late 106:2,3 latitude 21:11 Laura 119:1 law 1:4 4:18 5:7,11 7:1,11 8:9 8:11,16 9:18 13:2,3,8 14:3 14:24 17:14,19 18:18,22 19:2,4,10,21 23:5,12,23 24:11,23 28:8 29:17 30:2,6 30:9,15 31:3,6,10 32:3,5,24 33:10,13,16,23 36:12 38:7 38:20 39:3 40:14 46:11 47:3 51:9 53:16,24 59:7,11 59:15 61:24 62:20 63:9 64:1,4 65:20 66:9 67:21 69:20 71:2,20 72:12,16 73:2 75:5 77:15 79:1 81:23 82:1 83:3 84:1,4,7 90:7,14,22 91:3,9,13,18,22,24 92:4,8 92:12,16,20,24 93:5,9,13,16 93:18 95:5 99:21 102:23 103:5,23 104:13 105:8,14 106:10,19,21,22 107:7,18 109:19 110:11,12,17 111:1 111:6,9 115:23 116:17	117:16,21 118:21 119:4,24 120:10 122:13 123:1,7 Lawrence 121:4 lawyer.com 66:2 lead 18:9 21:16 24:11 72:16 72:22 73:7,7 74:8,9 105:8 105:14 106:4,12 leadership 121:10 LEAP 16:1 learn 84:21 leave 9:17 13:18 30:8,21 84:6 left 27:11 30:19 31:18,20 65:20 83:23 84:3 87:8,11 89:9 93:15 99:16 111:9 118:24 Legal 66:24 122:22 legitimate 36:5 90:2 let's 76:2 88:15 letter 3:14 77:19 90:24 91:6 91:16 92:2,11,19 93:3 letters 58:10,12,18,21 59:6 60:7,12,14,21 61:3,8 90:21 letting 22:23 28:24 89:24 level 25:6 Leventhal 122:11 Lewis 71:1 Lewis's 71:2 liaised 72:8 license 108:6 licensed 78:6 light 101:12 Lightdale 122:17 line 68:22 77:11,19 80:18 126:4 Lipsius 93:4,8 listed 43:15 46:6 47:1,17,24 lists 64:14 literally 121:17 litigation 9:16,19,22 10:1 14:12 24:12,15,18,21,24 25:1 26:1 31:24 32:9,12,17 33:6 36:3 45:17 86:24 91:11,20 92:6,14,22 93:7 111:11 Litowitz 44:16 little 7:14 9:5 20:18 46:20 75:11 100:5 108:18 114:7
--	---	---

JAMES FICARO, ESQ.

142

<p> lives 77:6 LLC 2:4 63:13,21 LLP 119:24 local 35:16,17,23 37:9 117:12 locate 10:3,20 located 24:4 locked 99:17 lodestar 57:23 long 7:10 8:3,6 17:11 18:14 29:7 31:1 95:6 108:13 118:9 longer 75:15 76:3 83:24 look 29:3 43:14 44:5 78:20 103:16 looked 101:16,16 looking 57:20 67:20 108:10 looks 69:2 79:22 80:4 Loosely 122:8 Lopez 92:19,20,23 Loretta 120:16 lose 21:14 losses 98:21 lost 88:10 lot 31:12 54:23 55:1,1 56:18 103:22 Lots 3:16 38:21 39:4,12,17 41:2,4 42:23 43:6 45:21 56:12,14 Louis 122:24 low 6:3 lunch 27:8 111:13 lunches 111:18 lunchtime 27:7 </p>	<p> manager 16:7,10,14 71:3 managing 86:22 March 49:9,23 62:6 Marianita 92:19 mark 12:1 64:7,10 82:2,15 90:12 108:22 116:15 marked 3:14 12:5 25:5 43:11 49:7 82:17 90:18 109:1 Marketing 63:13,22 marking 64:9 Matheson 91:10 matter 6:23 22:17 122:8 matters 121:24 122:7 McGOWAN 2:5 5:5 McGrory 116:16,21 McKenna 120:20 McNab 122:15 mean 18:4 27:18,22 29:7 32:10 45:15 52:16 59:17,19 77:24 108:19 meaningless 21:12 means 8:1 measure 85:6 meddle 54:5 media 62:5,9 mediations 13:22,24 medical 31:21 medium-size 69:24 meet 41:3 meeting 26:13 27:3 52:14 meetings 26:15 Melinda 123:5 Meltzer 45:1,4 members 40:13 memory 72:21 mental 102:5,9 mention 55:2 62:14 98:21 102:18 116:12 mentioned 10:23 56:6,13 94:24 100:8 102:4 mentions 57:21 67:18 merged 8:23 merger 13:4,7 met 61:9,11,13 123:2 Michael 1:7 2:18 4:19 5:1,2 13:10 45:20 51:6 52:8,11 53:3,6,11,18 54:22 56:5 </p>	<p> 93:13,19 94:24 96:14 98:2 102:6,18,20 103:6 104:16 105:5 106:12 111:17,22 112:17 113:14,20 114:20,24 MILLER 2:9 million 34:17,17 Mines 120:16 mini-bond 91:1 minute 114:2 minutes 75:13,18,22 88:14 89:8 mischaracterizes 11:6 missing 47:11 misspoke 11:12 mistake 82:14 mobile 29:23 moment 9:7 111:16 122:10 money 74:6,12,19 Monica 22:5,13 23:22 24:4 50:12 95:10 119:3 month 111:13 morning 5:13 6:19,20 motion 14:13 34:6 Mott 2:10 3:7 4:24,24 6:18 6:21 8:2 11:7,8,9,24 12:6,16 12:17 14:10,22 15:18 16:21 18:2 21:2,21 22:11 28:7,18 28:21 29:2 33:22 35:14 36:6,10,18 41:17,20,21 43:4 43:9,12 45:18 48:7,22 49:5 51:17,21 64:8,12 65:4,18 69:6,9,13 74:23 75:9,12,19 76:1,10,19 77:3 81:4,6 82:14,18 86:8 87:14,21 88:4 88:9,15,24 89:16 90:4,5,11 90:19 94:6,9 106:8 108:21 109:2 114:1,5,15 115:9,12 116:9,18,21,23 117:3 123:9 move 10:18 moved 31:22 multiple 35:20 Murphy 11:16,19 24:2,3 95:10,14 Murray 90:24 91:2 Musoff 117:7 mutual 20:9 </p>
<p style="text-align: center;">M</p>		
<p> M 122:17 M-C-G 116:21 M-U-S-O-F-F 117:7 magistrate 87:19 maiden 70:9 mail 59:14,22 mailbox 59:21 maintain 17:3 22:1 maintained 17:4 maintains 29:11 majority 58:24 making 35:2 </p>		

JAMES FICARO, ESQ.**143**

<p>N</p> <p>N 3:3 124:2</p> <p>name 4:10 6:21 11:16,21 13:9 13:10 16:9 30:3 31:7 38:11 38:24 53:23 55:24 56:4,5,13 64:13 65:1 66:1 68:11,14 70:4,8,10 95:1 103:6 107:2 109:14 115:3,5 116:15,19 117:6 119:14</p> <p>named 19:16,18 106:1</p> <p>names 40:12 43:21 47:16 71:24</p> <p>Nancy 92:11</p> <p>nature 42:4</p> <p>near 27:4 78:13</p> <p>nearly 62:4</p> <p>necessary 125:4</p> <p>need 75:22 76:5 89:14,19 103:20 108:15</p> <p>needed 9:7</p> <p>needs 75:11</p> <p>negotiate 114:19,23</p> <p>negotiates 107:11</p> <p>negotiation 13:17,19</p> <p>neither 124:13</p> <p>Nelson 63:19</p> <p>never 28:13,16,17 51:8 104:3 117:8,10,22 119:16,18,20 120:14,21</p> <p>new 31:22,23 90:15 91:9,19 92:5,13,21 93:6 111:14</p> <p>news 29:1</p> <p>Nicholas 91:17</p> <p>Nicholson 123:5</p> <p>non-attorney 11:1</p> <p>non-attorneys 96:5</p> <p>non-firm 10:23 11:1</p> <p>non-work-related 100:16</p> <p>Nope 108:9</p> <p>North 2:10</p> <p>Notary 1:14 124:23 127:19</p> <p>note 5:1,9 36:1 105:19</p> <p>noted 125:11 127:9</p> <p>notice 64:18 102:4</p> <p>noticed 100:23 101:1</p> <p>notification 112:14,19</p>	<p>notified 58:17 70:20</p> <p>notifying 57:21 58:4,8 60:22</p> <p>notion 41:2</p> <p>November 91:7</p> <p>number 26:18 27:1,2,14,17 32:22 74:22 88:11 109:13</p> <p>O</p> <p>O 124:2</p> <p>o'clock 89:2</p> <p>oath 5:19</p> <p>object 11:3,4,5 21:2 45:15 73:11</p> <p>objected 42:3</p> <p>objection 7:23 12:9 14:6 15:13 16:16 17:21 28:3 33:19 35:8 36:15 41:3,14,15 73:15 81:2 85:24 87:12,13 105:20 116:5</p> <p>objections 4:3</p> <p>objector 42:2</p> <p>obligation 109:19 110:1,1,16 110:20</p> <p>obligations 95:24</p> <p>obviously 52:12 59:16 101:19</p> <p>occasion 55:17 60:6</p> <p>occasions 77:13</p> <p>occur 22:15</p> <p>odds 118:10</p> <p>Odell 2:16 4:10</p> <p>offered 42:6</p> <p>office 16:7,10,14 20:21,24 21:23 22:19 25:13 26:13 27:8,12 29:22 53:10,17,22 54:22 57:6 59:22 61:2 63:18 71:3 81:13 91:10,19 95:11 99:16 100:14 106:11 110:3 114:19,23 122:7</p> <p>official 46:13</p> <p>Oh 11:12 30:12 44:9 51:4 55:13 70:3 76:1 78:15 82:14 100:21 102:16</p> <p>okay 6:8 7:3,17 11:2 12:16 13:2 15:24 18:14 26:8 27:20 34:10 38:6 41:17 43:18,24 44:11,21 45:23 46:16 47:13 53:15,21 54:20</p>	<p>57:20 62:20 64:18 66:6 67:15 68:1 70:4 71:21 73:6 76:1,6 78:2,10,19,23 79:19 80:3,24 89:21 95:15 96:18 115:7 116:22 117:9 120:5</p> <p>Oklahoma 54:1</p> <p>old 29:6 44:5</p> <p>older 66:16</p> <p>Oliver 107:3,13,24</p> <p>once 100:21 107:14 111:13</p> <p>operations 20:19</p> <p>opinion 102:22 116:16 117:16,20 118:7,15,20 119:4,7,21 120:10 122:12 122:24 123:6</p> <p>opinions 118:3</p> <p>OPKO 93:6</p> <p>opposing 114:17,17</p> <p>ORAL 1:5</p> <p>orally 110:4,5</p> <p>order 29:20 35:11 41:10</p> <p>organized 114:7</p> <p>original 9:8 27:15 29:21 79:8 80:10,14 99:6 110:8 125:15</p> <p>originally 110:2</p> <p>outcome 34:3</p> <p>outgoing 59:14,21</p> <p>outlets 62:5,9</p> <p>Outlook 29:18</p> <p>outset 5:9</p> <p>outside 10:7 33:6 72:9 100:14 112:14</p> <p>overall 84:10</p> <p>ownership 7:18</p> <p>owns 63:21</p> <p>P</p> <p>P 91:7,12 121:4</p> <p>P.C 1:4 2:9 4:18</p> <p>p.m 123:22</p> <p>page 3:4,13,13 12:22 38:1 43:24 44:1,13,17,17,18 51:2,3 57:10,14,15,18 65:10 70:11 90:20 126:4</p> <p>pages 56:10 127:5</p> <p>paid 23:12 73:10 107:7</p> <p>pale 88:1 101:16</p>
--	--	---

JAMES FICARO, ESQ.

144

<p>papers 110:24 paperwork 9:21 14:11 paragraph 12:18,21,24 13:2 38:2,5 57:10,11,13,20 62:3 62:11 90:21,23 91:16 92:2 92:10,18 93:4 paralegal 30:16 65:14 parameters 66:13 Parker 120:13 part 5:12 13:6 23:16 32:16 34:2 57:23 61:14 67:5,6 68:21 73:4 81:17,23 82:1 93:19 110:8,22 111:11 participate 85:14 participating 10:18 particular 15:11 18:8 25:13 29:16 32:17 55:17 83:21 105:16,21 107:15 parties 10:23,24 96:20 97:5 114:17 124:15 partner 7:4,5,7,13,17 17:18 86:22 party 17:4 Patel 30:3,5,8 64:14,23 65:1 65:6,9,19 66:19 Patel's 30:14 patience 21:14 Patricia 68:13,17 102:8 Patrick 68:21,24 122:19 pay 74:3 80:20 109:20 payee 73:10,24 74:11,11 payment 33:2,10,17 80:21,24 81:8,20 payments 33:14 PDF 35:2,6,13,20,22 36:23 43:5 PDFs 35:20,22 36:23 37:8 pending 72:19,19 116:4 Pennsylvania 1:1,23 2:6,11 4:12,16 26:6 63:1,8 people 55:2 76:4 96:23,24 112:12 percentage 95:12 107:9 percentages 107:12 perform 25:24 85:2 performance 30:24 84:10,18 84:22 85:7</p>	<p>performed 25:17 85:3 period 16:11,13 85:11 111:4 Perry 119:15 120:18 person 14:4 54:18 59:10,24 61:13 99:10,15,23 101:2 personal 25:9 personally 24:22 60:6 61:4 petition 15:10 Phil 5:4 114:9 Philadelphia 1:23 2:11 4:11 PHILIP 2:4 phone 26:17,23 29:24 54:18 55:1 56:22 89:14 99:23 101:18 pick 108:14 picked 62:5,9 Pinkoski 92:3,7 place 13:22 14:1 15:19 16:8 119:23 124:10 placed 11:24 37:24 43:4 49:6 64:3 65:23 67:9 77:4 81:22 90:11 108:21 placement 68:6 placing 46:3 plaintiff 38:21,24 109:14 plaintiffs 1:5 2:7 5:7 10:5,21 plaintiffs' 20:16 73:21 98:19 98:20 99:3 112:2,16,21 plane 121:18 planning 75:17 platform 69:4 81:18 platforms 81:20 play 100:21 played 102:14 Plaza 1:23 pleadings 115:19 please 14:16 18:1 21:18 36:6 54:10 80:3 88:16 100:6 116:19 125:3,8 poached 87:8 poaching 89:12 Pods 48:20 point 12:13 33:9 45:13 52:13 52:19 108:15 policy 74:2 Poor 30:24 portion 40:17 45:16 73:4</p>	<p>position 7:8 30:14,17 52:21 121:10 positive 119:8 possibility 68:19 possible 12:13 possibly 36:4 80:11 81:15 posture 104:21 potential 10:4,20 103:5,8 practice 8:16 9:3 31:12 69:23 106:23 107:19 108:2,4 118:24 practices 35:12 58:23 59:4 practicing 8:4,6 26:6 prefer 74:20 preparation 9:13 13:21 23:15 45:10 prepared 14:24 preparing 108:19 Present 2:15 4:20 presented 32:20 42:1 presiding 58:5 70:19 press 38:17 presumably 60:11 112:9 presume 29:18 103:23 presumption 66:10 pretty 27:1,2 31:11 47:14 48:15 55:5 56:19,20 113:18 previous 56:11 115:18 previously 12:10 primarily 19:20 20:20 21:23 39:4,5 printed 16:20 65:8 printing 35:1 prior 7:7 8:9 15:4 17:17,18 18:17,19,21 19:9,19 20:2,10 20:14,19,20,23 21:22 41:9 45:4,9 59:17 66:18 79:19 80:24 85:16 99:20 100:2,10 101:5 102:1 115:23 121:14 privileged 45:24 probably 9:5 15:8 60:3 68:13 77:10 104:15 113:22 procedures 60:17,19 proceed 103:12 proceedings 20:10,14 23:17 31:4 61:15,21 97:8,16 98:14 98:17</p>
--	---	---

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1342

JAMES FICARO, ESQ.

145

<p>process 13:12,17,19 32:19 39:12</p> <p>procuring 23:6</p> <p>produced 65:13 67:4</p> <p>producing 65:6</p> <p>production 64:4,10 66:19,22 67:6,10 81:24 82:1</p> <p>Professional 1:13 124:6,22</p> <p>Profy 19:16</p> <p>program 17:1 29:16</p> <p>progressing 20:12</p> <p>propose 95:22</p> <p>proposed 34:15 42:24</p> <p>propounded 127:7</p> <p>prospective 103:11</p> <p>protect 119:10</p> <p>provide 10:24</p> <p>provided 35:17 37:1,4,9 42:3 99:20</p> <p>provider 17:7,12</p> <p>providing 61:23</p> <p>Prussia 2:6</p> <p>public 1:14 38:7,11 124:23 127:19</p> <p>publication 62:15</p> <p>publicized 62:6,9</p> <p>purchaser 91:1</p> <p>purely 8:24</p> <p>purpose 43:13</p> <p>put 36:23 80:6 87:15 88:8 89:18,19</p> <p>putting 34:19,23</p>	<p>quick 26:24 27:1,2 75:20 76:2 88:16 97:13</p> <p>QuickBooks 16:5 17:1</p> <p>quickly 47:14 114:9</p> <p>QuickTime 16:4 17:1</p> <p>quite 119:8</p> <p>quo 86:15</p> <p>quote 40:17</p> <hr/> <p style="text-align: center;">R</p> <hr/> <p>R 124:2 126:2,2</p> <p>R-O-R-Y 116:23</p> <p>raise 55:3 121:20</p> <p>Rayonier 70:13,14,20 72:5 81:13</p> <p>Razzouk 118:23</p> <p>reach 48:1 61:2 63:9 101:20 103:20</p> <p>reached 61:5</p> <p>reaction 53:5,7</p> <p>read 10:11 12:20 14:15,18 38:5 47:13 57:12,17 76:23 93:22,23 94:2 97:18 109:21 125:3 127:4</p> <p>reading 38:3 43:20</p> <p>ready 12:23 43:23 44:1 57:13 57:15 75:7</p> <p>realize 108:13</p> <p>really 16:8 21:3 29:7 32:21 35:4 59:19 74:9,14 87:18 111:3 121:22</p> <p>reason 39:23 40:22 59:5 65:11 93:11 125:5</p> <p>reasonably 21:16</p> <p>recall 12:7,14 13:13 15:2 16:8 23:18 25:8,23 27:22 32:20 34:1 36:22 37:20 38:24 40:10 42:16 44:14,19 47:7 48:10 49:11,19,23 50:11,17 51:1,19 52:5,22 54:17 55:17 67:20 68:1,4,10 70:17 79:3 81:9 82:8 95:8 98:13 102:19 106:16 120:7 120:22 121:6</p> <p>receipt 58:20 59:11 125:17</p> <p>receipts 59:4</p> <p>receive 73:7,8 74:17 110:11</p>	<p>received 22:16,24 26:16,17 59:6 68:2 73:2 90:22 95:11 112:15 113:13</p> <p>receiving 49:11,23 50:18 51:1,20</p> <p>recipient 46:7</p> <p>recipients 47:17,24 52:2</p> <p>recognize 47:16 109:3 119:14</p> <p>recollection 41:9 65:19 122:3</p> <p>recommended 80:6</p> <p>record 5:2 6:22 14:18 21:14 48:24 49:4 69:7 73:16 76:15,16,23 77:2 87:15 88:8 88:18,22,24 89:20 94:2 114:2,4,14</p> <p>recoup 101:24</p> <p>redacted 68:22</p> <p>reduce 43:2</p> <p>reduced 42:11</p> <p>reduction 37:12 98:22</p> <p>refer 23:9</p> <p>reference 77:23 81:10 90:21 103:9 109:6,18</p> <p>referenced 91:7 93:3 103:6</p> <p>references 13:2 62:4 70:12 71:6,18 77:19 78:11 79:21 82:20 91:10,16 92:2,10 109:14</p> <p>referencing 12:19 78:3 79:7</p> <p>referral 10:20 11:1 95:12,12 95:14,17,19,24 96:4 107:5,8 109:18 110:1,12,16,20,23</p> <p>referrals 11:10</p> <p>referred 11:14 24:1 95:10 99:22 107:6</p> <p>referring 71:22 84:14 104:23</p> <p>reflect 64:20</p> <p>reforms 42:5</p> <p>refresh 122:3</p> <p>regarding 14:5 22:22 24:24 25:9 36:20 40:16 42:20 61:24 63:5 68:6 86:10 89:18 90:24 91:1,7 92:5 93:6 95:3 102:9,23 111:22 112:6,16,21 113:13,20 118:6 122:12 123:6</p> <p>regardless 60:5 73:3</p>
<hr/> <p style="text-align: center;">Q</p> <hr/> <p>quality 86:17,20</p> <p>quantity 86:17</p> <p>quasi-relevant 87:24</p> <p>question 4:4 11:3,5 26:22 41:16 66:5 73:12,14 76:8,8 76:21 81:5 89:11 93:24 95:9 100:6 105:22 108:19 118:1,23 119:13,17,19</p> <p>questioning 6:17</p> <p>questions 21:3,6,8,12,15 36:2 36:6 42:12,15 87:16,23 89:17 123:10 127:7</p> <p>qui 9:4,6 31:13 63:12</p>		

JAMES FICARO, ESQ.

146

<p>regards 107:15 Registered 1:13 124:5,22 regularly 56:20 relate 21:8 102:5 related 21:3 36:13 66:23 67:2 77:14 102:21 124:14 relating 92:21 relations 38:7,12 relationship 91:3,8,13,22 92:4,8,12,16,24 93:5,9,13 93:18 relationships 10:6 relative 124:17 relatively 114:9 Relativity 25:17 81:18 release 42:6 released 74:6 relevance 87:13 relevant 21:17 36:4,7 56:17 87:16,18,24 88:1 relief 42:3 remain 89:4 remember 7:12 9:11 15:23 22:14 25:15 27:7 36:9,17 39:13,20 40:18 42:22 43:17 45:2 46:2 48:6,13,17 49:15 50:4,22 53:4,7 54:8 55:23 56:3,18 60:8,16 68:8,15 71:13,17 77:9 79:10 97:6 101:13 remotely 4:2 repeat 46:19,23 100:6 rephrase 41:20 81:4 report 19:5 24:23 25:3 reported 19:10 reporter 1:14 5:15,16,19 14:18 76:23 82:12 94:2 124:6,22 Reporters 1:22 2:17 reporting 4:11 62:24 represent 6:22 22:19 23:6,13 38:20 62:13 representation 90:23 91:18 92:20 representative 10:4,20 represented 5:12 23:10 reputation 102:23 103:1</p>	<p>120:23 122:12 request 65:17 99:7 requested 14:19 34:11 59:3 76:24 94:3 96:2 100:3,3,9 110:21 requesting 96:1 required 29:20 60:1,17 requirement 35:11 reschedule 89:2 research 115:14 researchers 115:17 reserved 4:5 resided 77:7 residency 31:22 resolved 105:12,17 respect 21:6 89:11 91:19 92:13 respite 108:18 respond 73:15 response 23:1 25:20 27:24 38:8 58:17 94:7 responses 62:14 responsible 19:20 33:17 39:4 59:24 responsible's 39:5 responsive 65:7,16 rest 26:10 result 104:6 resulting 13:5 résumé 79:7 80:4 99:20 103:21 retain 103:5 115:17 retained 33:23 72:13 110:3 retaining 73:3 91:9,19 92:4 92:12,21 retention 110:8 return 125:14 Rev 86:16 reveal 69:3,7 81:18 revenue 85:15,21 86:10,12,17 94:11,14,18,21 104:17 revenues 85:13 review 9:12 19:23 24:14 25:6 25:16,24 26:15 32:1,5 34:21 35:6 36:21,24 69:3 72:1,5 81:17 reviewed 25:5 28:14,15 37:8</p>	<p>81:7 85:10 reviewer 24:9 reviewers 25:3 33:24 revise 83:16 right 6:9 27:7 46:8 48:21 54:24 61:16 65:21,22 79:24 80:2 84:2 86:23 88:15,23 101:11 103:14 112:11 123:14 rights 10:13 ring 120:4 Rob 5:8 26:13 27:3,8,12 54:14 61:7 107:11 118:3 119:21 Robbins 117:24 118:5,6 Robert 1:4 19:6,14,22 20:8 21:22 36:24 37:18 48:8 49:13 50:3 51:22 53:5 55:21 67:12 78:3 79:12 102:9,15 115:20 116:17 117:17,21 118:7,15,20 119:4,19 120:10 122:13 123:1,6 role 9:15,17 13:16,18 18:15 18:18,19 23:15 31:9 33:9 58:1,8 61:20 62:24 69:20 71:2 85:1 Rosenzweig 2:4,4 5:4,5,6,23 6:2,8 7:23 11:2 12:9 14:6 14:15,20 15:13 16:16 17:21 21:1 22:7 28:3,11,20,23 33:19 35:8,24 36:15 41:14 41:18 43:7 45:14 48:4,14 51:15,18 64:6 65:3 69:6,11 73:11 75:12,23 76:6,12 81:2 85:24 86:4 87:12,22 88:7,12 88:23 89:21 93:22 94:4 105:18 114:10 115:7 116:5 116:18,22,24 123:12 Ross 71:11,12 Ross-Williams 22:5,13 23:22 24:4 50:12 95:11 119:3 Ross-Williams' 23:16 RUBIN 2:9 ruled 34:5 run 108:13 running 80:10</p>
---	---	--

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1344

JAMES FICARO, ESQ.**147**

S		
S 3:12	28:6 29:21 35:6 45:21 47:4	signing 125:10
S-W-A-D-O-S-H 115:3	47:10,14 52:7 53:2,6,11	signs 101:6
Saccocio 92:19,23	55:18 56:1 58:11,12 59:4	siloed 8:23
Santee 91:1	60:22 64:21 66:3,8 78:4,8	Silow 17:15 24:7,20 26:23
Sarah 120:9 122:17	78:13,16,20 79:8 83:17 96:8	27:11,12,16 29:5,21 32:1,12
save 44:18	96:15 112:15 113:19	32:14 33:7,10,14,18,24
saved 112:10	served 18:14,17 23:3	57:11 58:2,6 61:21 62:1
saw 12:13 27:20 28:2 32:11	serves 72:21	63:5,10,24 64:16 66:24
33:5 37:1,15 56:11 101:18	service 10:20	67:21 68:23 70:16,22 72:2
104:13 108:10	set 124:11	77:5,14,19 78:24,24 79:6,9
saying 40:22	Seth 122:11	79:17 80:18,22 81:16 82:4,7
says 66:1 69:16 78:4,6 83:9	settled 9:20 104:21 105:3,10	82:9 83:17 95:1,3,6 99:9
Schimmel 119:17 120:2	106:2	100:2,9,17,19 101:12,15
school 8:11 13:8 31:21	settlement 9:21,23 13:11,16	Silow's 24:17 26:5,18 27:24
Schubert 119:19	14:11,13 15:1 20:10,14 31:4	32:6,9 57:22 63:1 79:15
scope 53:15	32:19 34:6 39:11 41:4,10	82:23
Scott 117:7,8	42:1,3,10,24 73:4,24 95:22	Silverang 2:4 5:6
screen 12:1 37:24 43:5 46:3	104:21 114:23	similar 22:1
49:6 64:3,16 65:23 67:9,13	seven 7:12,15	single 35:20
77:4 81:22 90:12 108:22	share 72:13	sit 26:7
search 66:24 104:6,9 122:22	shareholder 8:17 14:5 17:20	site 69:4
second 78:21	18:8 19:20 20:1 38:21 41:2	sitting 57:22
section 38:1	54:4 91:11,20 92:6 93:7	situation 72:8 95:2
securities 8:17,19 12:19	112:3	situations 56:18 73:20 74:7
115:15,17	shareholders 42:6	six 9:2
see 10:17 21:7 35:22 36:11	Sharp 119:24	small 55:6 69:23
47:8,11 64:16,17 67:12,14	Shawn 120:18	social 100:16 111:12
78:22 79:23 103:15,16	sheet 125:7,9,12,15 127:10	software 17:3 25:17,23
109:12	Sherwood 54:1	Solutions 70:5
seeing 12:14 25:7 27:22	Shield 92:14,22	soon 27:10 67:19 75:20 78:18
32:20	shit 66:1	sorry 25:19,21 49:7 74:11
seek 87:19	shook 101:16	96:12 97:12 100:20 108:12
seeks 73:12	short 42:17 49:1 76:17 88:19	108:14 115:9
seen 9:8 12:8 15:3 23:19	114:11	sort 25:6 55:6
28:13,17,19 32:13 33:7	shortly 47:15	sounds 61:16
37:11 40:2 46:5 51:14	show 54:5 55:8	source 88:9
66:18,22 67:2,6,8 101:2,6	showed 56:10 101:7	sourced 65:12
seldom 103:3	showing 121:12	sources 11:10
send 46:14 52:18 55:3,11	shows 64:14	South 1:22 2:11
59:1,20 60:9,14 71:5 74:11	Shuman 90:15	space 125:6
74:19 103:19,20	sic 4:17 92:18 117:5 120:16	speak 50:12
sending 82:9	side 118:11	speaking 10:12 74:21
senior 19:15	sign 83:21 103:14 104:2	specific 15:19 48:11 52:17
sense 75:14 76:9	125:8	56:23 121:21
sent 26:24 27:1,2,11,16,23	signatory 61:7	specifically 50:10 57:8,21
	signature 69:1 82:8 83:1	95:2 104:3 118:18 120:22
	127:12	121:6

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES**EXHIBIT 36**

1345

JAMES FICARO, ESQ.

148

speculate 93:15 spell 54:10 116:20 spent 15:11 42:8 spoke 51:8,10 121:19,20 spoken 22:9 107:13 117:8,22 spreadsheet 16:19 spreadsheets 36:12 Sprint 9:15,18 12:19 13:12 13:15 14:12 15:7,20 20:11 21:7 23:17,23 31:4 32:18 33:6 34:6,20 36:13 37:13 38:15,18 41:6,13,23 42:20 52:7 54:24 72:14,17 77:17 83:13 96:8,15 97:5,8,23 98:6,21,22 99:3 103:9 117:13 118:16 119:12 121:14 Sprint/Nextel 13:4,7 stages 13:16 stairs 27:9 stamped 67:10 standard 110:22 stands 71:20 start 87:15 started 40:21 54:24 104:20 109:13 state 42:1 72:20,21 125:5 stated 62:10 statement 89:19 statements 86:9 states 1:1 4:15 68:22 69:15 77:21 79:13 80:19 108:5 status 26:6 86:15 100:11 102:10 stay 20:11 56:19 Stecker 3:18 19:15 20:8 26:14,21 37:7,8 39:7 40:4 46:17 47:2 48:12 50:8 60:3 65:24 71:1,11 77:20 79:7,12 80:11,17 83:23,24 84:3,6 85:16 87:1,5 88:3 89:11 90:7,15,16 98:5 101:13 111:9,12,17 Stecker's 91:9,19 92:5,13,21 93:6 Stephanie 71:1,2 Stipulation 73:23	stock 71:8 stop 63:13,21 75:21 89:4 story 27:6 Strategies 115:6,6 strategy 20:1 Street 1:22 2:11 24:10,12,15 24:18,21,24 25:16 26:1,23 31:24 32:6 37:11 38:8,14 55:3,12,18 56:1,16 57:2,6 62:6,10,15,22 104:5,8,13 stress 102:3 stressed 101:13 stressful 101:20 102:2 strike 8:3 17:17 18:7 19:23 26:3,4 30:13 32:4 33:3 34:4 39:15 46:8 47:7 52:24 58:15 60:4,13 64:23 81:5,5 83:4,23 94:10 98:9 100:22 101:5 102:13 107:23 112:24 120:24 subject 68:22 77:19 80:18 125:10 submissions 34:20 58:24 submit 35:2 submits 15:9 submitted 9:21 16:7,14 32:1 32:13 33:1,11 35:5,13,15 36:13,21 70:23 submitting 81:16 subpoena 22:17,22 Subscribed 127:14 substance 127:9 Suite 1:23 2:5,11 summarize 109:21 summarized 41:24 summary 80:5 supervise 18:22 19:1 24:17 support 15:1,6,10 supporting 121:9 suppose 13:11 sure 11:8 24:19 46:6 63:20 69:21 73:5 86:20 96:13 98:12 105:15 111:10 114:10 surprised 117:11 123:3 suspect 66:7 113:24 Swadosh 115:3 swear 5:17	switched 15:22 sworn 4:2 6:13 124:9 127:14 system 15:16,19,21,24 16:9 29:8 66:12 72:7 systems 16:2
T		
T 3:12 124:2,2 126:2 T-H-I-E-L-E-R 107:3 T-R-Y-O-N 69:18 take 43:13 48:16,18 75:9 76:4 88:13 89:14 taken 1:12 4:13 49:2 76:18 85:21 88:20 114:12 124:16 talk 20:18 50:8 51:22 56:21 talked 31:13 48:10 70:21 86:12,13 talking 52:14 tam 9:4,6 31:13 63:12 tasked 65:6 Technology 17:8,12 teleconference 40:21 42:17 telephone 5:3 40:16 56:13 telephonic 39:21,23 tell 22:21 28:12 76:20 101:15 103:13 104:3 telling 28:15 Temple 8:12 temporally 78:17 tenure 15:22 16:6 99:13 101:9 term 41:16 71:4,6 terminate 91:3 93:9 terminated 30:22,23 87:2 90:8 91:13,22 92:7,15,24 93:12,17 terminating 90:22 91:8,18 92:3,11,20 93:4 terms 20:1 86:13 testified 6:13 testify 22:17 105:21 testimony 11:6 text 108:12 thank 5:14 14:20 51:18 69:12 69:17 89:15 94:4,5 116:24 123:9,14 thanked 119:9		

JAMES FICARO, ESQ.

149

thanks 41:7 80:20 82:5 90:4 119:9 123:12 thereabouts 116:8 they'd 23:3 Thieler 106:19,21 107:3,7,13 107:18,24 109:19 110:12,17 111:1,6 things 39:6 56:11 66:13 75:14 87:17 103:2 think 7:6 10:16 11:23 17:9 24:8 26:2 31:5 32:11,18 39:1,20 40:3 45:5 51:24 52:19 54:9 63:15 71:3 73:13 78:16 80:23 86:21 89:24 90:9 103:1 105:7,19 107:11 115:14 117:1 118:17 118:24 third 17:4 thirty 125:16 Thomas 92:11,15 120:20 thought 69:10 108:17,17 thoughts 40:24 120:23 three 17:13 ticker 71:6,7,8,19 timber 70:12,14 time 4:5,8 5:18 12:4 13:10 14:17 15:16,23 16:3,7,9,11 16:13,15 17:14 22:18 24:6 25:22 27:20 28:1 29:8 30:1 36:13 37:15 43:10 44:15,19 44:22 47:3 48:23 49:1,3 56:17,21 59:22 68:10 75:11 76:11,17,22 77:1 81:16,19 82:16 84:15 85:11 88:17,19 88:21 90:17 94:1 99:11 101:19 102:2,14 103:21 104:12 108:24 110:22 114:3 114:11,13 118:9 121:19 123:2,16,17 124:10 times 22:12 55:11 65:5 timesheet 32:13,24 33:1,7,11 80:19 81:7 timesheet's 32:21 timesheets 16:18 32:1,6,9,11 36:11,20 title 7:3,10 69:21 today 9:10 26:7 66:18 85:9	today's 9:13 told 26:19,21 27:12 42:9 85:1 101:13 102:24 106:11,13,17 Tom 117:9 tonight 108:14 top 64:13,19 65:2,10 67:15 69:15 71:6 78:12 Topaz 44:24 45:3 71:14 72:1 72:4 tops 75:18 total 15:11 touch 26:20 56:19 tough 39:6 track 16:15 62:15 tracked 16:6 trajectory 76:9 transcript 1:12 124:8 125:17 125:19 transcription 127:6 trial 4:6 tried 58:23 Trinity 70:5 trouble 7:15 true 74:8 124:7 truly 72:7 truth 27:13 try 11:7 48:20 54:5 64:8 88:15 101:24 111:13 119:10 trying 28:18 54:8 55:8 89:10 Tryon 69:18 70:7 Tryon's 69:20 Turka 90:24 91:2 turn 6:4 74:19 turned 80:4 two 17:13 29:9 39:20 75:13 75:15 123:2 two-page 46:4 type 16:22 79:14 95:12 types 102:11 typically 59:14 Tyson 2:10 4:24 6:21 28:12 51:15	understanding 44:4 69:22 United 1:1,23 4:15 108:5 University 8:12 unplanned 89:7 unwillingness 53:10,17,22 54:21 57:5 114:19,22 update 44:7 83:19 updated 79:13,21 80:7 82:21 upper 25:6 use 10:19 16:1 17:2 25:22 29:18 41:15 uses 29:17 usually 20:3 73:22,24 77:11 103:19 utilized 66:13
V		
		v 3:18 value 42:5 Vano's 117:19 vary 118:8 vast 58:24 veer 87:17 vendor 72:9 verified 81:19 verse 63:13 version 12:15 64:20 79:20 81:24 82:21 83:19 versions 82:23 versus 4:19 video 1:4,12,14 4:3,9,21 48:24 49:4 76:15,16,20 77:2 88:18,22 114:4,14 123:18 Videographer 2:16 4:8 5:14 5:21 6:16 48:23 49:3 76:14 77:1 88:17,21 114:3,13 123:17 view 79:8 views 119:8 visibility 62:22 visited 69:4 volume 6:5,6 vs 1:6
U		
	ultimately 41:19 42:10 understand 17:22 24:19 108:15	W
		waiting 21:2 Wales 44:2,14

JAMES FICARO, ESQ.

150

Wall 37:11 38:8,14 55:3,12 55:18 56:1 57:2,6 62:6,10 62:15,22 104:5,8,13 want 64:9 75:21 wanted 40:23 56:20 warranted 25:5 42:5 wasn't 69:24 94:8 95:13 107:17 110:13 111:3 way 6:4,7 18:20 23:5 29:8 39:6 42:19 45:8 58:4 61:23 98:8 99:19 ways 74:22 we'll 10:13,15 12:1 76:2 82:15 90:12 108:22 we're 9:9 10:15 11:13 87:24 103:12 111:14,15 we've 15:21 48:19 70:21 86:12 117:10 119:20 web 66:2 website 64:1 66:2 67:18,22 68:3,7,9,11 78:5 79:1,4 80:5 week 20:24 21:20 70:1 118:12 weeks 123:3 weight 100:24 101:1 Weiser 1:4,4 3:18 4:18 5:7,8 5:11 7:1,11 8:9,16 9:18 13:3 14:3,24 15:9 17:14,18 18:18,22 19:2,4,6,10,14,21 19:22 20:8 21:22 23:2,5,12 23:23 24:11,23 26:17,19 28:8 29:17 30:2,6,9,15 31:3 31:6,10 32:3,5,24 33:9,13 33:16,23 36:12,24 37:19 38:7,20 39:3 40:5,14 46:11 47:3 48:8 49:13 50:3 51:9 51:22 54:14 55:21 59:7,11 59:15 61:11,17 62:20 63:9 64:1,3,5,13 65:14,20,23 66:9 67:10,12,21 68:13,17 68:20 69:10,14,15,20 70:12 70:24 71:2,10,20 72:12,16 73:2 74:24 75:1,5 77:4,15 77:18 78:2,3 79:1,6,11,12 80:12,16 81:23 82:1 83:3,24 84:4,6 86:9,16 90:7,14,22 91:3,9,13,18,22,24 92:4,8	92:12,16,20,24 93:5,9,13,16 93:18 95:5 98:16 99:21 100:13,20 101:7 102:8,12 102:15,23 103:23 104:13 105:8,14 106:9 107:4 109:15,19 110:11 111:5,9 115:20,23 116:17,17 117:16 117:17,21,21 118:7,15,20 118:21 119:4,4 120:10,10 122:13,13 123:1,1,7,7 Weiser's 26:13 53:5 100:24 102:5,9 went 35:23 98:11 121:1 weren't 42:11 52:16 59:6 whatnot 86:21 101:3 whistleblower 31:13 wholly 89:24 wife 31:21 108:12 William 53:23 120:24 122:15 Williams 119:13 wire 74:19 withholding 28:21 witness 3:4 4:2 5:17,20,24 6:6 12:12 14:8,21 15:15 16:18 17:24 21:19 22:9 28:5 33:21 35:10 36:9,17 48:6,16 51:19 73:17 86:2,6 105:23 115:10 116:7 117:1 123:14,20 124:9 125:1 witnesses 115:19 WLF 71:18 Woodlands 2:5 word 32:21 work 8:8,17 9:3 17:15,19 20:20 21:22 24:18 30:5 31:1,3,13 36:20 53:10,17,22 54:21 57:6 74:10 75:8 77:14 89:3 101:8 103:15 107:2 111:1,3 112:3 114:19 121:23 122:5 worked 8:21 24:6 32:23 58:2 58:6 63:17 70:16 72:2 110:15 working 20:6 24:8 39:6 81:13 103:18 122:6 works 46:12 69:2 world 55:6	worried 54:3 wouldn't 101:24 Wright 119:22 120:2 write-downs 13:5,7 writing 54:17 99:24 wrong 11:12 32:21 <hr/> X <hr/> X 3:3,12 <hr/> Y <hr/> Yates 118:19 yeah 12:12 17:24 24:1 31:21 40:3 44:4,12 48:22 53:13 55:16 79:22 80:1,4,23 81:4 88:12 101:11 102:16 117:14 118:2 year 8:13 100:21 years 7:12,15 9:2 17:13 29:9 31:2 80:6,7 100:24 102:1,17 115:15 121:14 Yelp 91:20 York 31:22,23 Young 19:18 <hr/> Z <hr/> Zimmerman 31:7 Zimmerman's 31:9 Zoom 1:14 4:2 25:22 <hr/> 0 <hr/> 1 <hr/> 1 64:5,13 1:10 88:18 1:14 75:23 1:15 75:16,18,21 88:13 1:36 88:22 10 57:10,10 10:15 1:16 4:9 109 3:20 11 12:18,21 57:18 93:3 11:31 48:24 11:40 49:4 12 3:15 12:21 49:7,8 50:24 12/20/16 3:17 12:30 75:13 12:35 76:15
---	---	---

JAMES FICARO, ESQ.**151**

12:49 77:2	19:19 20:2 84:13,19 85:12	6
121 2:11	85:17 91:7 92:11,18 93:3	6 1:15 3:7 4:14 49:9 90:20
128 3:15	94:21 104:15,18 105:10	64 57:20
129 3:16	106:2	
13 62:7 99:14	2020 30:10,11 65:20,21 94:12	7
130 3:17	94:18,21	7 49:23 50:17 91:7
131 3:18	2021 94:15,18 106:3	70 21:20
132 3:20	2022 1:15 4:14	772 80:16
14 12:24 13:2 49:21 99:14	215 1:24	
15 50:15 75:18 88:14	26 90:21	8
15% 109:20	26a 90:23	82 3:17
1520 1:23	26b 91:6	84 38:2,5
16 50:23	26c 91:16	87 62:3
1600 2:11	26d 92:2	88 74:24 75:1
17 38:1	26e 92:10	
17th 1:22	26f 92:18	9
18 51:13,17	26g 93:4	9 92:18
19 51:13	28 46:4	90 3:18
19103 1:23		900 2:6
19107 2:11	3	
19406 2:6	30 1:22 125:16	
	300 2:5	
2	364 78:2,20 79:6	
2 44:1 70:11 78:11 92:10	4	
2:19 114:4	4 67:17 78:6	
2:19-CV-02728-MSA 4:17	424 79:11,18 80:3	
2:19-CV-02728-MSG 1:2	425 79:24	
2:32 114:14	427 67:10	
2:46 123:18,22	43 3:16	
20 75:18 82:7,9 88:14 89:8	435 69:14	
127:15	436 70:12	
2008 13:8	450 68:20 69:10	
2010 8:7,14	470 70:24	
2011-2012 19:18	493 71:10	
2012 99:14		
2013-14 19:17	5	
2016 67:17 69:19 78:6 79:1	5 65:23	
81:14 82:7,10 99:21 100:18	5:30 89:5	
101:10	50 21:20	
2017 17:17 26:11 49:10,23	502 77:4	
50:24 59:18 62:7 75:6 78:9	505 77:18	
78:11 79:2,2 109:13 115:21	564-1233 1:24	
115:23	59 57:11,13	
2017-2018 31:19	5th 24:10,12,15,18,21,24	
2018 7:6,13 50:17 51:14	25:16 26:1,23 31:24 32:6	
104:15	56:16	
2019 18:16,17,19,21 19:1,9		

ELECTRONIC REPORTING STENOGRAPHIC AFFILIATES

EXHIBIT 36

1349

Case 2:19-cv-02728-KSM Document 171-13 Filed 08/23/22 Page 1 of 4

EXHIBIT “J”

**POLICE CRIMINAL COMPLAINT**

Docket Number:	Date Filed: 12/16/2017	OTN / LiveScan Number	Complaint/Incident Number 2017-0543
Defendant Name:	First: Jeffrey	Middle: Mark	Last: Silow

AFFIDAVIT OF PROBABLE CAUSE

On February 3, 2017 Robert Weiser of the Weiser Law Firm reported a fraud just discovered to Montgomery County Detective Bureau. Mr. Weiser advised that the fraud involved Weiser Law Firm in Berwyn, PA and a Jeffrey Silow, a subject employed by Weiser Law Firm as a document review attorney. Mr. Weiser reported that the firm had just learned that Silow had been disbarred by the PA Disciplinary Board some years ago, but, presented himself as fully licensed attorney to Weiser Law Firm. Robert Weiser presented the following background information about the employment of Jeffrey Silow:

Mr. Weiser explained that in 2008 the firm took on a case with a need for extensive document review. As such, the firm contacted Abelson Legal Search, a legal recruiting firm, to obtain resumes for attorneys to conduct document review for the case. Abelson Legal Search forwarded several resumes and the firm hired two subjects based upon these resumes, one of whom was Jeffrey Silow. Mr. Weiser said that the firm was very pleased with Silow's performance as it was impeccable and he put in lengthy hours reviewing various documents for the firm. Mr. Weiser explained that the firm would have one or two large document review cases per year and would hire Silow through Abelson Legal Search. Mr. Weiser advised this continued for several years.

Mr. Weiser said that sometime around 2010, the firm was so pleased with the work of Silow, they simply hired him directly, no longer going through Abelson. Mr. Weiser said that when Silow was hired through Abelson, the firm paid Abelson's fee for Silow. After 2010 when Silow was hired directly, the firm negotiated Silow's fee with him. Mr. Weiser said that the payments were based upon the belief that Silow was an attorney in good standing. Mr. Weiser advised that Silow worked on several law firm cases as a document review attorney.

Mr. Weiser went on to explain that the firm was involved in a case with Sprint Nextel Corporation which was decided in the fall of 2016. The case was based in Kansas but the firm put in extensive work on the case including a very large document review. Silow was hired to assist with this document review. The document review accounted for thousands of hours over the course of several years and this review was very pertinent to the case. Silow reviewed approximately forty percent of the documents in the case. The document review time was critical to the firm for getting paid so Silow's time was very important. A third-party objector came forward and questioned the time entered for document review. This objection gained the Court's attention and, as such, the Court, although approving the settlement proposed, cut the firm's fees substantially. Mr. Weiser noted that the times reported by Silow and the times Silow logged through reporting software were fairly close to each other thus confirming the time spent by Silow.

Due to the fact that the firm lost a substantial amount in fees as a result of the Court's decision, the firm filed a motion to reconsider. As part of that motion, the firm had Silow complete a "Declaration in Support of Plaintiff's Second Motion to Alter or Amend the Court's November 22, 2016 Order." In this declaration, Silow identified himself as Alexander J. Silow, swore under penalty of perjury that he is "Of Counsel" at Weiser Law Firm, that he has "been practicing law for over 40 years" and that he has "never been accused of an ethical violation or been the subject of any disciplinary action." Finally, the declaration ended that it was "Executed this 20th day of December, 2016 at Fort Washington, Pennsylvania."

The declaration is then signed with a signature appearing to be "AJ Silow." Mr. Weiser advised he questioned the name provided by Silow to which Silow explained that he uses his middle name of Jeffrey, but, his proper name is Alexander Jeffrey Silow. It should be noted that the signature of "Silow" on the Declaration is very similar to the "Silow" signature on the PA Operator's License of Jeffrey Silow.

Based upon a request from an outside firm, Mr. Weiser asked Silow for his attorney bar number. Silow texted the ID number to Mr. Weiser. Mr. Weiser explained that he became curious when he was provided the ID number since it was a higher number than his own. Mr. Weiser explained that the attorney ID numbers are issued chronologically and since

**POLICE CRIMINAL COMPLAINT**

Docket Number:	Date Filed: 12/16/2017	OTN / LiveScan Number	Complaint/Incident Number 2017-0543
Defendant Name:	First: Jeffrey	Middle: Mark	Last: Silow

AFFIDAVIT OF PROBABLE CAUSE

Silow received his bar admittance before Mr. Weiser, the ID number should be lower, not higher than that of Mr. Weiser. Shortly after texting the ID number, Silow called Mr. Weiser and admitted that he had been lying to Mr. Weiser all these years and that he had been disbarred in 1990. Mr. Weiser reviewed the ID number provided by Silow and determined it to belong to an attorney named Alexander Louis Silow practicing in West Chester, PA.

Mr. Weiser was asked about the software used to track Silow's work. Mr. Weiser identified that software as "Relativity" and explained that an employee will log into the system and the system will track the employee's work.

On February 24, 2017 an associate of Mr. Weiser, Brett Stecker, forwarded a list of Internet Protocol (IPs) Addresses captured during Silow's use of the Relativity Document Review Software from November 17, 2016 through February 2, 2017, the most recent project that Silow was working on for Weiser Law Firm. The majority of the IP addresses were the same and through investigation, this single IP address was assigned to the address of 1708 Salt Kettle Circle, Dresher, PA 19025.

During the initial report, Mr. Weiser advised that paychecks for Silow were delivered by US Mail to Silow's home at 1708 Salt Kettle Circle, Dresher, PA 19025. Additionally, the ongoing investigation revealed that Silow's PA Operator's License Number comes back to a the same Dresher address in Upper Dublin Township, Montgomery County.

As part of his report, Mr. Weiser provided a binder containing pertinent investigative materials including copies of time sheets and pay stubs for the work completed by Silow for the Weiser Law Firm over the course of numerous cases. Also included was additional documentation for Silow's pay as well as a resume for Jeffrey Silow. Additionally, the investigation was able to obtain a copy of a complaint filed by Mr. Weiser with the Office of Disciplinary Council (ODC). The ODC is the investigative and prosecutorial division of the attorney disciplinary system. The primary mission of the ODC is protection of the public. The role of the ODC is to investigate complaints against attorneys, and when appropriate, prosecute within the civil attorney disciplinary system.

Attached to this complaint was a Fee & Policy Agreement between Weiser Law Firm and Abelson Legal Search, e-mail with a slightly different Silow resume to Weiser Law Firm from Abelson Legal Search, and several letters to courts in which the cases worked on by Silow were heard.

All resumes on file for Silow were requested from Abelson Legal Search, Silow's previous employer. Nine different resumes for Jeffrey Silow were provided. These resumes were dated April 2003 through August 2008. Upon review, it was noted that the same phone number of 215-341-1561 and listed as a Silow contact, was present on all resumes. Further, the e-mail user name of "triman1021" was present on all the resumes, either as at AOL.com or at Gmail.com. The known home address for Silow was listed on three of the resumes. All resumes list part of Silow's education as "JD, University of Miami School of Law." It is noted that, beginning with the resume for March 2005, an entry of "District of Columbia Bar Association" is present. This listing is under the "Education" section of the resume for the March 2005 resume. Beginning with the February 2006 resume and continuing through the last resume (August 2008) a separate section titled "Bar Admissions" is present with an entry of "District of Columbia." The resume of March 2008 also adds "member number 211-847" to the Bar Admissions section. It is noted that the resume present in the binder provided by Weiser Law Firm matches the June 2008 resume provided by Abelson Legal Search. It is further noted that resumes dated March 2005, February 2006, March 2008, and June 2008 are all on Abelson letterhead and use "Jeffrey Silow, Esq." Finally, beginning with the March 2005 dated resume and continuing through the remaining resumes, both with and without Abelson letterhead, under "Prior Experience" at the PA Securities Commission the wording, "Office of General Counsel, Senior Attorney" is listed.

A certified copy of the disbarment order for suspect Jeffrey Silow was requested from the Office of Disciplinary

**POLICE CRIMINAL COMPLAINT**

Docket Number:	Date Filed: 12/16/2017	OTN / LiveScan Number	Complaint/Incident Number: 2017-0543
Defendant Name:	First: Jeffrey	Middle: Mark	Last: Silow

AFFIDAVIT OF PROBABLE CAUSE

Counsel and was received. The Order received from the Office of the Chief Justice revealed that on December 23, 1987 the resignation from the Bar of Jeffrey M. Silow was accepted and he was "Disbarred on Consent from the Bar of the Commonwealth of Pennsylvania." The Order listed Silow's Attorney Registration No. as 20244. A current check on the ODC website for the status of attorneys revealed that both the name Jeffrey Mark Silow as well as the ID #20244 are listed as "Disbarred on Consent" with an effective date of December 23, 1987. Due to the listing of the Bar of the District of Columbia within Silow's resume, that status was also checked. Silow's attorney status with the District of Columbia Bar is listed as "Suspended" due to "Non-Payment of Dues."

Based upon the above information, it is requested that a warrant of arrest be issued against Jeffrey Silow for Securing Execution of Documents by Deception, a misdemeanor of the second degree; Unsworn Falsification to Authorities and Unauthorized Practice of Law, both misdemeanors of the third degree.

I, **Det. Jean Morrison**, BEING DULY SWORN ACCORDING TO THE LAW, DEPOSE AND SAY THAT THE FACTS SET FORTH IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Sworn to me and subscribed before me this 8 day of December, 2017
12/8/17 Date [Signature] Magisterial District Judge
 My commission expires first Monday of January, 2018

SEAL

CR 0008247-2017 12/13/2017 Scan 9

EXHIBIT 37

1 UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF PENNSYLVANIA

3 - - -

4 THE WEISER LAW FIRM, : CIVIL ACTION

5 P.C., et al :
6 :

7 Plaintiffs, :
8 :

9 v. :
10 :

11 MICHAEL HARTLEIB, : NO.: 2:19-CV-02728-KSM
12 :

13 Defendant. :
14 - - -

15 November 16, 2022
16 - - -

17 Oral deposition of MICHAEL
18 HARTLEIB, taken pursuant to Notice,
19 held at Silverang, Rosenzweig &
20 Haltzman, LLC, 900 E. 8th Avenue,
21 Suite 300, King of Prussia,
22 Pennsylvania 19406, beginning at
23 approximately 10:00 a.m., before
24 Mary Hammond, a Registered
Professional Reporter and Notary
Public in the state of
Pennsylvania.
- - -

123456789101112131415161718192021222324

Page 2

A-P-P-E-A-R-A-N-C-E-S

SILVERANG, ROSENZWEIG & HALTZMAN
BY: PHILIP S. ROSENZWEIG, ESQUIRE
900 E. 8th Avenue
Suite 300
King of Prussia, Pennsylvania 19406
prosenzweig@sanddlawyers.com
Counsel for Plaintiffs

GOLDBERG, MILLER & RUBIN, P.C.
BY: EAMON MERRIGAN, ESQUIRE
121 South Broad Street
Suite 1600
Philadelphia, Pennsylvania 19107
emerrigan@gmmrlawfirm.com
Counsel for Defendant

123456789101112131415161718192021222324

Page 4

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

NAMEDESCRIPTIONPAGE

Hartleib-11Declaration of Monica Ross-Williams222

Hartleib-12Email Dated 3/7/17231

Hartleib-13Letter Dated 3/7/17232

Hartleib-14Email Dated 4/7/18253

Hartleib-15Email Dated 4/12/17257

Hartleib-16Email Dated 4/26/17258

Hartleib-17Email Dated 4/7/18263

Hartleib-18Email Dated 5/19/18272

Hartleib-19Email Dated 6/2/18277

Hartleib-20Forwarded Email288

Hartleib-21Letter Dated 12/12/18293

Hartleib-22Opinion and Order316

123456789101112131415161718192021222324

Page 3

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

WITNESS:
MICHAEL HARTLEIB
PAGE
BY MR. ROSENZWEIG 5
BY MR. MERRIGAN --

E-X-H-I-B-I-T-S

NAMEDESCRIPTIONPAGE

Hartleib-1Email Dated 3/20/0952

Hartleib-2Email Dated 3/27/0963

Hartleib-3Email Dated 6/2/1192

Hartleib-4Email Dated 8/31/11104

Hartleib-5Email Dated 2/16/12109

Hartleib-6Email Dated 5/24/16116

Hartleib-7Email Dated 5/31/16150

Hartleib-8Email Dated 6/28/16154

Hartleib-9Letter to Judge Vano163

Hartleib-10Email Dated 3/6/17213

123456789101112131415161718192021222324

Page 5

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

P-R-O-C-E-E-D-I-N-G-S

(By agreement of counsel,
sealing, certification and filing
are waived, and all objections as
to the form of the question, are
reserved until the time of trial.)

MICHAEL HARTLEIB, after having
been first duly sworn, was examined
and testified as follows:

MR. MERRIGAN: Usual
stipulations with read and sign is
fine.

DIRECT EXAMINATION

BY MR. ROSENZWEIG:
Q. Mr. Hartleib, good morning.
A. Good morning.
Q. I'm glad we are finally here for
your deposition, and I appreciate the

2 (Pages 2 - 5)

Page 6	Page 8
<p>1 cooperation shown by you and your counsel 2 with respect to setting these dates. 3 You had the good fortune of sitting 4 in on the multiple days of depositions of Mr. 5 Weiser. You saw how those proceedings 6 unfolded, and I'd like to know whether you 7 need me to give you a full set of 8 instructions for depositions, or whether I 9 can just sit the highlights. 10 A. You can hit the highlights. 11 Q. Okay. 12 So you are here this morning to be 13 deposed. You're under oath. I'm going to 14 ask you questions, and to the extent that you 15 can you're going to give me truthful answers 16 to those questions. That presupposes that 17 you understand my questions. 18 Should you not understand a 19 question, I ask you tell me, I'll reword it, 20 I'll rephrase it, I'll break it into pieces. 21 I'll do whatever I can to make it 22 understandable for you. 23 To the extent that you do not 24 indicate otherwise, it's going to be assumed</p>	<p>1 Only one person can really speak at 2 a time. Again, for purposes of an accurate 3 record, I will try to give you the courtesy 4 of letting you finish your answer. Please 5 try to give me the courtesy of letting me 6 finish my question. To the extent that 7 that's imperfect, we'll do the best we can. 8 It will be not purposeful if I step 9 on an answer with the next question because I 10 haven't realized that you've finished, so you 11 will just indicate that you need to finish 12 that answer, okay? 13 A. Understood. 14 Q. Great. 15 In the course of this deposition 16 Mr. Merrigan, as your counsel, may object to 17 a question that I ask. When he does so, stop 18 talking. Mr. Merrigan and I will deal with 19 that objection. To the extent that they're 20 usual stipulations, he can object to form and 21 you'll go ahead and answer my question. 22 Mr. Merrigan gave me some latitude 23 in that universe where if he needs to say 24 something about an objection, I'm going to</p>
Page 7	Page 9
<p>1 that you've understood my question and that 2 your answer that you give is to the question 3 that I have posed; do you understand that? 4 A. Yes. 5 Q. Okay. 6 You've just done something, which I 7 appreciate greatly, not every witness does, 8 all of your answers need to be verbal in full 9 words. 10 Nods of the head, shrugs of the 11 shoulders, hand gestures, whatever they may 12 be can't be taken down by the court reporter 13 so please do speak all of your answers, and 14 it will make our process very official today; 15 do you understand that? 16 A. I do. 17 Q. Okay. Great. 18 To the extent that I may ask a long 19 question or you may have a long answer, let's 20 each give each other the courtesy of trying 21 to let the other finish. I know sometimes it 22 is hard. You may be anticipating what I'm 23 asking. Sometimes I may believe you've 24 finished an answer, and you haven't quite.</p>	<p>1 generally let him do that, and, you know, 2 then I may or may not alter my question and 3 we will make lawyer statements on the record 4 to the extent we need to. So understand that 5 that may occur. 6 I'm sure Mr. Merrigan has repaired 7 you in that regard; do you understand that? 8 A. Yes. 9 Q. We are going to be here all day, 10 and, likely, all day tomorrow. I have shared 11 my intention to complete this deposition in 12 two business days and to not go into Friday. 13 So it's going to be a long day. I will 14 provide lunch at a reasonable time. Should 15 you need a break, please, you know, feel free 16 to let me know that, and that could be for 17 any reasonable reason. 18 If you want to speak to 19 Mr. Merrigan, I'm going to ask that you not 20 ask to do so while there is a pending 21 question. If I've asked a pending question, 22 answer that question. 23 If you need time with your counsel, 24 we will go off the record so that you can</p>

3 (Pages 6 - 9)

<p style="text-align: right;">Page 10</p> <p>1 have a private conversation with 2 Mr. Merrigan; do you understand? 3 A. I do. 4 Q. Okay. 5 I'm going to be referring to 6 documents and marking certain documents in 7 the course of this deposition today and 8 tomorrow in front of you, in front of 9 Mr. Merrigan, with the court reporter. Both 10 Mr. McGowan and I have binders of the 11 documents that intend to use with an exhibit 12 list, which fronts the 43 documents that are 13 all tabbed. 14 When I refer to a document, I will 15 refer to it by the tab in this binder, and, 16 then, I will, you know, relate it to whether 17 it's an exhibit to the Complaint, or an 18 exhibit to something else; do you understand 19 that? 20 A. I do. 21 Q. Okay. 22 And I will make sure that we're all 23 talking about the same exhibit when I ask you 24 my questions with respect to such document,</p>	<p style="text-align: right;">Page 12</p> <p>1 those statements are in-actionable, 2 as of right now in the lawsuit, 3 based on the Court's ruling of -- I 4 certainly can't remember the date 5 right now. 6 MR. ROSENZWEIG: There is a 7 Court order that exists. 8 MR. MERRIGAN: Right. So what 9 I'm saying is I object to counsel 10 covering those statements because 11 of that Court order and them not 12 being actionable in this case and 13 not likely to lead to admissible 14 evidence. 15 However, I'm not going to 16 instruct my client not to answer 17 those questions. I'll make my -- 18 note my objection here and assume I 19 can have a continuing objection 20 based on that statement. 21 MR. ROSENZWEIG: So, 22 Mr. Merrigan, you have noted your 23 objection. It can certainly be a 24 continuing objection without any</p>
<p style="text-align: right;">Page 11</p> <p>1 okay? 2 A. Understood. 3 Q. Great. 4 Do you have any questions for me 5 before we proceed with the actual deposition? 6 A. No, sir. 7 MR. ROSENZWEIG: Mr. Merrigan, 8 do you have anything that you'd 9 like to add? 10 MR. MERRIGAN: Yes. I was 11 thinking I'll probably make a quick 12 statement because it will probably 13 keep things moving if I make it 14 now. 15 I expect and understand that 16 Plaintiff's counsel's probably 17 going to ask questions concerning 18 most, if not all, of the statements 19 alleged in the -- whatever the 20 operative Complaint is that we're 21 at this time. I forget how many 22 amendments there have been. 23 However, there has been a 24 Court ruling that the majority of</p>	<p style="text-align: right;">Page 13</p> <p>1 issue from me. However, I will 2 note in response that -- and I am 3 sure you are well aware as a 4 seasoned lawyer -- that the 5 plaintiffs in this case have 6 certain appellate rights with 7 respect to the rulings of 8 Judge Marston, all of which, or the 9 vast majority of which are 10 interlocutory at this point in 11 time, and may be subject to an 12 appellate practice and appellate 13 filings at the conclusion of this 14 case when there is a final 15 determination. 16 Therefore, I believe it is 17 wholly appropriate to inquire of 18 Mr. Hartleib as to all the 19 statements that were pled in this 20 case as they may, in fact, at some 21 point become relevant again, and 22 that is my reason for doing so. 23 But, you know, your continuing 24 objection is otherwise duly noted.</p>

4 (Pages 10 - 13)

<p style="text-align: right;">Page 14</p> <p>1 MR. MERRIGAN: Thank you.</p> <p>2 MR. ROSENZWEIG: All right.</p> <p>3 BY MR. ROSENZWEIG:</p> <p>4 Q. Mr. Hartleib, are you ready to</p> <p>5 begin?</p> <p>6 A. I'm ready.</p> <p>7 Q. Okay. Terrific. Thank you.</p> <p>8 Why don't we start with where you</p> <p>9 live right now?</p> <p>10 A. Laguna Niguel, California.</p> <p>11 Q. Okay.</p> <p>12 What's your address?</p> <p>13 A. 24892 Laguna Niguel, California</p> <p>14 92677.</p> <p>15 Q. Okay.</p> <p>16 So you didn't give me a street in</p> <p>17 there.</p> <p>18 A. Oh.</p> <p>19 Q. You gave me a number, and you gave</p> <p>20 me a place.</p> <p>21 A. I'm sorry.</p> <p>22 Q. I'm sure that was inadvertent.</p> <p>23 A. Halo Circle.</p> <p>24 Q. So why don't you do that one more</p>	<p style="text-align: right;">Page 16</p> <p>1 A. One marriage.</p> <p>2 Q. Okay.</p> <p>3 And what is your ex-wife's name?</p> <p>4 A. Tijen, T-I-J-E-N. And her name now</p> <p>5 is Dalinas, D-A-L-I-N-A-S, I guess.</p> <p>6 Q. Okay.</p> <p>7 When were you divorced, approximate</p> <p>8 year?</p> <p>9 A. Approximate, 15 years ago.</p> <p>10 Q. Okay, great.</p> <p>11 And do you have any kids?</p> <p>12 A. No.</p> <p>13 Q. Okay.</p> <p>14 Mr. Hartleib, just broadly, share</p> <p>15 with me your post high school education.</p> <p>16 Did you go to college and get a</p> <p>17 degree?</p> <p>18 A. No.</p> <p>19 Q. Okay.</p> <p>20 I asked you two questions so I</p> <p>21 guess I should break it.</p> <p>22 Did you attend college?</p> <p>23 A. Yes.</p> <p>24 Q. Okay.</p>
<p style="text-align: right;">Page 15</p> <p>1 time?</p> <p>2 A. I live at 24892 Hollow Circle,</p> <p>3 Laguna Niguel, California 92677.</p> <p>4 Q. Thank you, Mr. Hartleib.</p> <p>5 Is that a single family residence?</p> <p>6 A. Yes.</p> <p>7 Q. Is that owned by you?</p> <p>8 A. Yes.</p> <p>9 Q. Is it owned by anybody else?</p> <p>10 A. No.</p> <p>11 Q. Okay.</p> <p>12 How long have you lived there,</p> <p>13 approximately?</p> <p>14 A. 20 years.</p> <p>15 Q. Okay.</p> <p>16 And are you married?</p> <p>17 A. No.</p> <p>18 Q. Have you ever been married?</p> <p>19 A. Yes.</p> <p>20 Q. Did that marriage end in a divorce?</p> <p>21 A. Yes.</p> <p>22 Q. Okay.</p> <p>23 And is that one prior marriage, one</p> <p>24 marriage?</p>	<p style="text-align: right;">Page 17</p> <p>1 Where did you attend?</p> <p>2 A. Golden West.</p> <p>3 Q. Okay.</p> <p>4 Is that in California?</p> <p>5 A. Yes.</p> <p>6 Q. For how long did you matriculate at</p> <p>7 Golden West?</p> <p>8 A. I took random classes. One was one</p> <p>9 for aviation. I don't recall how many</p> <p>10 semesters in total, but it led to no degree.</p> <p>11 Q. Okay.</p> <p>12 And did you voluntarily leave that</p> <p>13 institution?</p> <p>14 A. Yeah.</p> <p>15 Q. And after leaving Golden West, did</p> <p>16 you become employed in a particular industry?</p> <p>17 A. I own my own business.</p> <p>18 Q. Okay.</p> <p>19 For how long have you owned your</p> <p>20 own business?</p> <p>21 A. I owned my own business for many</p> <p>22 years. I no longer own my own business, as</p> <p>23 of six or seven years ago, I believe, or</p> <p>24 something to that effect.</p>

5 (Pages 14 - 17)

Page 18	Page 20
<p>1 Q. Okay.</p> <p>2 What was that business?</p> <p>3 A. I had -- I did mortgage banking and</p> <p>4 real estate and then I had a landscape</p> <p>5 company.</p> <p>6 Q. Okay.</p> <p>7 Tell me the name of the mortgage</p> <p>8 banking company.</p> <p>9 A. That was not my own company. I</p> <p>10 worked for Caldwell Banker, and, then, I</p> <p>11 worked for several mortgage banking</p> <p>12 companies. I don't recall the name.</p> <p>13 Q. Okay.</p> <p>14 Which were not founded or owned by</p> <p>15 you?</p> <p>16 A. No.</p> <p>17 Q. Okay.</p> <p>18 And so what business was your own</p> <p>19 business that you worked --</p> <p>20 A. The landscaping company.</p> <p>21 Q. Okay.</p> <p>22 What was that called?</p> <p>23 A. Softscape Landscape.</p> <p>24 Q. And for how long did you operate</p>	<p>1 Q. -- Evans, thank you, a member of</p> <p>2 that clinical trials business?</p> <p>3 A. She is.</p> <p>4 Q. Okay.</p> <p>5 Are you a member of that clinical</p> <p>6 trials business?</p> <p>7 A. I am.</p> <p>8 Q. Okay.</p> <p>9 Can you tell me what form of entity</p> <p>10 that is, the clinical trials business that</p> <p>11 is? Is it a corporation, is it a Limited</p> <p>12 Liability Company, if you know?</p> <p>13 A. Which business?</p> <p>14 Q. The clinical trials business.</p> <p>15 A. Clinical trials. Right now, it's</p> <p>16 just a subdivision of the parent corporation,</p> <p>17 Tonya Evans, Inc.</p> <p>18 Q. Okay.</p> <p>19 Which is Dr. Evans' medical</p> <p>20 practice?</p> <p>21 A. Correct.</p> <p>22 Q. Okay.</p> <p>23 And do you have any ownership</p> <p>24 interest in Dr. Evans' medical practice?</p>
Page 19	Page 21
<p>1 Softscape Landscape?</p> <p>2 A. 15 years or so, I believe.</p> <p>3 Q. Okay.</p> <p>4 When did that business conclude?</p> <p>5 A. Seven or eight years ago.</p> <p>6 Q. Okay.</p> <p>7 And why did it conclude?</p> <p>8 A. I decided it was time to do</p> <p>9 something different.</p> <p>10 Q. Okay.</p> <p>11 And what was that something</p> <p>12 different you chose to do at that point in</p> <p>13 time?</p> <p>14 A. I'm now administrator of a medical</p> <p>15 practice and we have started a clinical</p> <p>16 trials and research company.</p> <p>17 Q. Okay.</p> <p>18 So what is the medical practice for</p> <p>19 which you are an administrator?</p> <p>20 A. Tonya Y. Evans, M.D., Inc., and the</p> <p>21 clinical trials company is Avance Clinical</p> <p>22 Trials.</p> <p>23 Q. Is Dr. --</p> <p>24 A. Evans.</p>	<p>1 A. No.</p> <p>2 Q. Okay.</p> <p>3 So, therefore, is it fair to say</p> <p>4 that you have no ownership interest in the</p> <p>5 clinical trials business as well?</p> <p>6 A. At present, yes.</p> <p>7 Q. At present, okay.</p> <p>8 And to date; is that a fair</p> <p>9 statement?</p> <p>10 A. Yes.</p> <p>11 Q. And what do you do in the context</p> <p>12 of being an administrator for Dr. Evans'</p> <p>13 practice?</p> <p>14 A. Day-to-day business operation,</p> <p>15 contracts, negotiate contracts, put out</p> <p>16 fires, you know.</p> <p>17 Q. Are you at a W-2 employee of that</p> <p>18 enterprise?</p> <p>19 A. Yes.</p> <p>20 Q. Okay.</p> <p>21 And do you report to anybody other</p> <p>22 than Dr. Evans?</p> <p>23 A. No.</p> <p>24 Q. Okay.</p>

6 (Pages 18 - 21)

Page 22	Page 24
<p>1 Are there any other physicians in 2 that practice? 3 A. Not employed by that entity. 4 Q. Okay. 5 So do you have or do you hold, 6 Mr. Hartleib, any patents? 7 A. No. 8 Q. Do you -- have you ever been 9 prosecuted for anything criminal? 10 MR. MERRIGAN: Objection. 11 But you can answer. 12 THE WITNESS: A DUI. 13 BY MR. ROSENZWEIG: 14 Q. Well, that would be -- so were you 15 prosecuted for a DUI? 16 A. Yes. 17 Q. Okay. 18 And when was that, approximately? 19 A. 25 years ago. 20 Q. And was that the only instance of 21 such occurrence? 22 A. Yes. 23 Q. Okay. 24 And how was that criminal</p>	<p>1 current residence, which you have on record. 2 One was a minor vehicle accident 3 where I was hit in a gas station by an SUV. 4 Q. Okay. 5 Was that a personal injury action 6 that you instituted? 7 A. Yes. There have been several 8 interventions and objections, an actual 9 intervention, I believe, in the SiriusXM case 10 in state court in New York, as well as 11 federal objections, I believe, in another 12 case with regard to Sirius Satellite Radio in 13 New York Federal Court. 14 And, then, numerous objections -- 15 several objections in other venues, 16 Minnesota, Georgia -- that's all I'm 17 recalling at the moment. And, then, of 18 course, Kansas, and I believe that's it. 19 Q. Okay. 20 So, Mr. Hartleib, when you say -- 21 and I want to use your words not mine but 22 "objections" and what else did you call it? 23 A. Intervention. 24 Q. "Interventions."</p>
Page 23	Page 25
<p>1 prosecution resolved? 2 A. I did whatever requirements were 3 for school that they sent me to, et cetera, 4 et cetera, and I believe it was dismissed, 5 but I'm not positive. 6 Q. Okay. 7 So I'm going to characterize it in 8 a way that you can either say, "yeah, that 9 sounds familiar," or, "no, it doesn't." 10 But was there some pre-trial 11 intervention program that you entered into -- 12 A. Yes. 13 Q. -- that ultimately avoided any 14 criminal conviction on that charge? 15 A. Yes. 16 Q. Okay. Thank you. 17 Mr. Hartleib, in what litigation 18 matters have you been either a plaintiff or 19 defendant from the time of your adulthood to 20 now? 21 A. Several. Let's see if I can 22 remember them. 23 One was a construction defect case 24 against my home builder of the -- of my</p>	<p>1 In those instances were you a named 2 party in the lawsuit? 3 A. No. 4 Q. Okay. So let me take a step back. 5 I assumed you were a named party in 6 the lawsuit against the builder for 7 construction defects? 8 A. Correct. 9 Q. So that it was Michael Hartleib 10 versus Builder, correct? 11 A. Correct. 12 Q. Was that in California state court? 13 A. California state court. 14 Q. Okay. 15 And then in the personal injury 16 action where your vehicle was struck, it was 17 Michael Hartleib versus Bad Driver X; is that 18 fair? 19 A. Yeah. The only caveat to that -- 20 there was -- my vehicle wasn't involved. I 21 was walking across the gas station and got 22 hit from behind. 23 Q. Okay. 24 So you were personally struck?</p>

7 (Pages 22 - 25)

<p style="text-align: right;">Page 26</p> <p>1 A. That's right.</p> <p>2 Q. Thank you for that clarification.</p> <p>3 And that was Michael Hartleib</p> <p>4 versus Bad Driver for striking you?</p> <p>5 A. Correct.</p> <p>6 Q. Okay.</p> <p>7 Also California state court?</p> <p>8 A. Yes.</p> <p>9 Q. In what other litigation, lawsuits,</p> <p>10 were you a named party as opposed to an</p> <p>11 intervener or an objector?</p> <p>12 A. In the construction defect case, I</p> <p>13 was sued for civil harassment by the builder.</p> <p>14 Q. Is that a counterclaim in the</p> <p>15 lawsuit that you filed?</p> <p>16 A. Counterclaim.</p> <p>17 Q. Okay.</p> <p>18 Were you a named party in any</p> <p>19 class-action lawsuit against a corporation of</p> <p>20 the United States of America, meaning a</p> <p>21 business incorporated somewhere in the United</p> <p>22 States of America?</p> <p>23 MR. MERRIGAN: Just to be</p> <p>24 clear, when you -- in the</p>	<p style="text-align: right;">Page 28</p> <p>1 the law firm of Kahn Swick filed an action</p> <p>2 whereby I was the lead plaintiff in that</p> <p>3 representative suit.</p> <p>4 Q. Okay.</p> <p>5 In a class-action lawsuit?</p> <p>6 A. I believe that was derivative.</p> <p>7 Q. Okay.</p> <p>8 What about in a class-action</p> <p>9 lawsuit, were you a plaintiff in a</p> <p>10 class-action lawsuit regarding the</p> <p>11 Sprint-Nextel merger?</p> <p>12 A. Honestly, I don't think so, but I</p> <p>13 can't -- I don't recall 100 percent.</p> <p>14 Q. Okay.</p> <p>15 As you sit here today, do you have</p> <p>16 any recollection beyond what you've testified</p> <p>17 about?</p> <p>18 A. Not at the moment. Something may</p> <p>19 come to me.</p> <p>20 Q. All right.</p> <p>21 And focusing your attention in the</p> <p>22 timeframe of 2017 and 2018, can you tell me,</p> <p>23 as you sit here today, in what publicly</p> <p>24 traded corporations you owned stock in your</p>
<p style="text-align: right;">Page 27</p> <p>1 class-action context, would you</p> <p>2 mean his -- he was one of the</p> <p>3 plaintiffs literally named on the</p> <p>4 pleadings in the caption or opted</p> <p>5 into the class?</p> <p>6 MR. ROSENZWEIG: Okay. Let me</p> <p>7 clarify the question.</p> <p>8 BY MR. ROSENZWEIG:</p> <p>9 Q. Mr. Hartleib, were you an actual</p> <p>10 named party in any lawsuit -- in a</p> <p>11 class-action lawsuit against a publicly</p> <p>12 traded corporation in the United States of</p> <p>13 America in any state in the union?</p> <p>14 A. I think so, yes. But my</p> <p>15 recollection is not 100-percent clear. I</p> <p>16 believe so in SiriusXM at one point. Also, I</p> <p>17 filed an action against the Federal</p> <p>18 Communications Commission in relation to the</p> <p>19 SiriusXM merger and action.</p> <p>20 Q. How about with respect to Sprint</p> <p>21 Nextel, were you a plaintiff in any class</p> <p>22 action in -- with respect to the merger</p> <p>23 between Sprint and Nextel?</p> <p>24 A. Yes. I believe that Kahn Swick --</p>	<p style="text-align: right;">Page 29</p> <p>1 individual name, as opposed to through a</p> <p>2 mutual fund, or, you know, some other broader</p> <p>3 investment where you may have had an interest</p> <p>4 in a company, but it was not in your</p> <p>5 individual name as it was through a mutual</p> <p>6 fund? Do you understand the question?</p> <p>7 A. I do. It's a difficult question</p> <p>8 because I don't have any records in front of</p> <p>9 me to determine what I owned when. I would</p> <p>10 say it was safe to say that I had a large</p> <p>11 position in Sprint. I don't know when I sold</p> <p>12 or liquidated my large position in SiriusXM.</p> <p>13 Those are the two large holdings that I would</p> <p>14 expect that I owned during that period of</p> <p>15 time.</p> <p>16 Q. Okay.</p> <p>17 And by "expect" you mean, to the</p> <p>18 best of your recollection, those are large</p> <p>19 holdings you had in that timeframe?</p> <p>20 A. Correct.</p> <p>21 Q. Okay. Fair enough.</p> <p>22 And how do you define "large," what</p> <p>23 was your holding in Sprint in or about that</p> <p>24 timeframe?</p>

8 (Pages 26 - 29)

<p style="text-align: right;">Page 30</p> <p>1 A. I don't recall number of shares 2 or -- but they -- everything would be 3 multiple six figures on the large holdings. 4 Q. Okay. 5 A. Potentially, seven figures. 6 Q. How about with respect to Sirius? 7 A. Yes. That was a seven-figure 8 holding -- over the course of my investment, 9 it was a seven-year -- a seven-figure holding 10 throughout a number of years. 11 Q. Okay. 12 What was your first information, 13 Mr. Hartleib, regarding the Sprint-Nextel 14 merger happening? 15 A. My recollection is my holding -- my 16 holdings initially were in Nextel. Sprint 17 acquired Nextel at some point, and Nextel 18 became Sprint, if I recall correctly. 19 Q. Okay. 20 A. And we received Sprint shares in 21 lieu of our Nextel shares for some conversion 22 rate. I don't remember what it was. 23 Q. Okay. 24 Mr. Hartleib, you have used the</p>	<p style="text-align: right;">Page 32</p> <p>1 A. Understood. 2 Q. Thank you. 3 So is your last answer 4 appropriately modified to be that this was 5 you received -- as a Nextel shareholder 6 receiving Sprint shares upon the happening of 7 the merger transaction, and, then, therefore, 8 becoming a Sprint shareholder of the combined 9 Sprint-Nextel entity? 10 A. Correct. 11 Q. Okay. 12 And I didn't ask you about 13 conversion rates, but you became a Sprint 14 shareholder in that way? 15 A. Yes. 16 Q. Okay. 17 Did you object to the happening of 18 the Sprint-Nextel merger as a Nextel 19 shareholder in any way, shape, or form? 20 A. Honestly, I don't recall. My 21 recollection is that that acquisition -- I 22 don't recall. 23 Q. Okay. 24 A. That one, I don't recall.</p>
<p style="text-align: right;">Page 31</p> <p>1 term "we." 2 Who is "we" at that point in time? 3 A. I was just referring to 4 shareholders in general. 5 Q. Okay. 6 A. Nextel shareholders. 7 Q. Okay. 8 So what I'm going to ask you to do 9 is refer to you, okay? 10 A. All right, yeah. 11 Q. If there is a "we," you can tell 12 me, you know, that in a particular instance 13 it's, you know, you and, you know, your then 14 wife, right -- and I understand that's a 15 different timeframe, right, that would be a 16 "we." 17 I'm really interested in what your 18 involvement was and your knowledge and your 19 personal, you know, information, not the 20 shareholders as general. But if you're going 21 to refer to the shareholders as general, 22 which you are certainly welcome to do, don't 23 use the term "we," use the term 24 "shareholders."</p>	<p style="text-align: right;">Page 33</p> <p>1 Q. Were you generally in favor of this 2 merger happening as a Nextel shareholder at 3 the time? 4 A. This is, to the best of my 5 recollection, I -- for some reason -- I don't 6 know if it's accurate, but my recollection is 7 that deal was, I think, fairly valued, but 8 I'm not positive. 9 If it wasn't, I would have been 10 involved for sure because I would be 11 protecting my interest. But my recollection 12 is -- and this is going way back, I mean, I 13 don't know what year it was, but my 14 recollection is it was something around 15 30-some dollars a share rings a bell, but I'm 16 not positive because we're going back a long 17 time, and there has been a lot that's 18 happened from that date to this date, a lot 19 of transactions, a lot of mergers, a lot of 20 -- 21 That's to the best of my 22 recollection. I don't remember if I was -- 23 if had a problem with the valuation of that 24 deal, but, for some reason, my recollection</p>

<p style="text-align: right;">Page 34</p> <p>1 is that I didn't, but I could be completely</p> <p>2 wrong.</p> <p>3 Q. Okay.</p> <p>4 Now, when you're referring to</p> <p>5 "going back a long time," is this referring</p> <p>6 back to, let's say, the 2008/2009 timeframe?</p> <p>7 A. You know, Phil, honestly, I'm going</p> <p>8 to have a really hard time --</p> <p>9 Q. We'll show you some documents.</p> <p>10 A. Yeah.</p> <p>11 Q. Okay.</p> <p>12 A. Without seeing documents, it's</p> <p>13 going to be very difficult for me to know</p> <p>14 what year we're talking about.</p> <p>15 Q. And, Mr. Hartleib, I don't want you</p> <p>16 to guess. I guess that was an instruction I</p> <p>17 didn't give you. I don't want you to guess.</p> <p>18 A. Right.</p> <p>19 Q. If you know, if you can</p> <p>20 approximate, great; if not, we'll take you</p> <p>21 through some documents and hopefully be able</p> <p>22 to --</p> <p>23 A. That would be helpful.</p> <p>24 Q. -- help expedite things better.</p>	<p style="text-align: right;">Page 36</p> <p>1 A. Yes, sometime thereafter.</p> <p>2 Q. Okay.</p> <p>3 A. Probably, a year or two thereafter.</p> <p>4 Q. And prior to that, you had no</p> <p>5 dealings with Mr. Murphy?</p> <p>6 A. I don't believe so.</p> <p>7 Q. Okay.</p> <p>8 And how did you become acquainted</p> <p>9 with Bruce Murphy?</p> <p>10 A. I don't recall who recommended him,</p> <p>11 but it was a referral from another lawyer. I</p> <p>12 was very unhappy with that merger or</p> <p>13 acquisition at that time and was seeking</p> <p>14 redress and someone referred or recommended</p> <p>15 him to me saying, quote, "He was one of the</p> <p>16 good guys."</p> <p>17 Q. Okay.</p> <p>18 Who recommended Bruce Murphy to</p> <p>19 you?</p> <p>20 A. I don't recall who -- which</p> <p>21 attorney it was.</p> <p>22 Q. Okay.</p> <p>23 And what was your understanding of</p> <p>24 what was meant by, "He's one of the good</p>
<p style="text-align: right;">Page 35</p> <p>1 MR. ROSENZWEIG: Off the</p> <p>2 record for one second.</p> <p>3 - - -</p> <p>4 (Whereupon, there was a brief</p> <p>5 discussion held off the record at</p> <p>6 10:29 a.m.)</p> <p>7 - - -</p> <p>8 MR. ROSENZWEIG: Back on the</p> <p>9 record.</p> <p>10 - - -</p> <p>11 (Back on the record at</p> <p>12 a.m.)</p> <p>13 - - -</p> <p>14 BY MR. ROSENZWEIG:</p> <p>15 Q. Mr. Hartleib, when did you first</p> <p>16 learn of or become acquainted with Bruce</p> <p>17 Murphy?</p> <p>18 A. I don't recall when. I recall how,</p> <p>19 if that helps.</p> <p>20 Q. Okay.</p> <p>21 So did you become acquainted with</p> <p>22 Bruce Murphy in the context of the</p> <p>23 transaction that -- that resulted in Nextel's</p> <p>24 acquisition by Sprint?</p>	<p style="text-align: right;">Page 37</p> <p>1 guys"?</p> <p>2 A. I had an issue with at least one</p> <p>3 firm or several firms for the handling of the</p> <p>4 SiriusXM merger in a case regarding the</p> <p>5 SiriusXM merger, and I didn't want the firms</p> <p>6 that were involved in that -- I did not want</p> <p>7 to reach out to any of those firms, or do</p> <p>8 business with any of those firms.</p> <p>9 Q. Okay.</p> <p>10 Do you know who those firms were,</p> <p>11 do you recall who those firms were?</p> <p>12 A. I do, but considering we're here</p> <p>13 for what I consider privileged</p> <p>14 communications, I choose not to give you</p> <p>15 those names at this time.</p> <p>16 Q. Okay.</p> <p>17 So I don't think you have a right</p> <p>18 to do that. I can't ask you what you</p> <p>19 discussed with someone who was your lawyer.</p> <p>20 I believe I can ask you about which</p> <p>21 firms at that time you had issue with that</p> <p>22 you did not want to do business with, unless</p> <p>23 Mr. Merrigan says otherwise, and then we'll</p> <p>24 have a discussion.</p>

10 (Pages 34 - 37)

<p style="text-align: right;">Page 38</p> <p>1 MR. MERRIGAN: My concern is</p> <p>2 especially in the life of this</p> <p>3 lawsuit and in argument -- the</p> <p>4 lawsuit we're here for, and in</p> <p>5 arguments and comments made in</p> <p>6 filings by the plaintiff, that</p> <p>7 they -- in both this lawsuit and --</p> <p>8 in both allegations made in this</p> <p>9 lawsuit in collateral arguments</p> <p>10 made to the Court, that Plaintiffs</p> <p>11 have taken the position that there</p> <p>12 was a great deal of latitude in</p> <p>13 what is not covered by litigation</p> <p>14 privilege in regard to, for</p> <p>15 example, saying something</p> <p>16 defamatory about a person or</p> <p>17 entity.</p> <p>18 I would instruct Mr. Hartleib</p> <p>19 that it's not in his interest to</p> <p>20 name any individuals or entities</p> <p>21 that are not parties in this</p> <p>22 lawsuit in any way that could be</p> <p>23 construed as defamatory.</p> <p>24 He said he had problems with</p>	<p style="text-align: right;">Page 40</p> <p>1 want to do business with because he</p> <p>2 had broad problems with them. I</p> <p>3 don't -- I don't know how you get</p> <p>4 from my question to your colloquy.</p> <p>5 MR. MERRIGAN: That specific</p> <p>6 phraseology of broad problems, I'm</p> <p>7 okay with Mr. Hartleib answering</p> <p>8 that question to the best of his</p> <p>9 recollection, but --</p> <p>10 MR. ROSENZWEIG: I'm not</p> <p>11 delving beyond that.</p> <p>12 MR. MERRIGAN: I'm okay with</p> <p>13 that.</p> <p>14 THE WITNESS: So it would be</p> <p>15 at the time it was Robbins Umeda &</p> <p>16 Fink, which became Robbins, LLP, I</p> <p>17 believe eventually. And there</p> <p>18 were -- there were several others,</p> <p>19 two or three others as well. So it</p> <p>20 was basically the firms that were</p> <p>21 involved in the SiriusXM case.</p> <p>22 BY MR. ROSENZWEIG:</p> <p>23 Q. Okay.</p> <p>24 And what do you mean by "the</p>
<p style="text-align: right;">Page 39</p> <p>1 certain firms. I know to some</p> <p>2 extent they are named in some of</p> <p>3 the documents, probably some of</p> <p>4 even these exhibits that we have in</p> <p>5 front of us, and that is what it</p> <p>6 is.</p> <p>7 I'm concerned that anything he</p> <p>8 testifies to today about firms and</p> <p>9 individuals that are not parties to</p> <p>10 this lawsuit, while I think it</p> <p>11 doesn't because it's protected by</p> <p>12 privilege, Plaintiffs have</p> <p>13 exhibited other opinions and</p> <p>14 arguments in this case and he</p> <p>15 shouldn't have to open himself up</p> <p>16 to having to deal with that with</p> <p>17 other people and parties that are</p> <p>18 in the lawsuit.</p> <p>19 MR. ROSENZWEIG: So that's not</p> <p>20 a legitimate basis to instruct him</p> <p>21 not to answer something. I'm not</p> <p>22 interested in any discussions he</p> <p>23 had with them. I want to know what</p> <p>24 law firms at that time he did not</p>	<p style="text-align: right;">Page 41</p> <p>1 SiriusXM case"?</p> <p>2 A. There was a merger on the table</p> <p>3 between Sirius and XM and Sirius</p> <p>4 shareholders, in my opinion, were not</p> <p>5 receiving a fair valuation. Not just my</p> <p>6 opinion, but others. Litigation was</p> <p>7 commenced. I reached out to the firms to</p> <p>8 provide information that I had, which was</p> <p>9 germane to their case, and the firm was</p> <p>10 very -- or firms were very interested until</p> <p>11 it was time to travel to the hearing, and</p> <p>12 things changed. I was no longer going to</p> <p>13 appear at the hearing, and, apparently, a</p> <p>14 settlement had been reached.</p> <p>15 Q. Was the Weiser Law Firm or Rob</p> <p>16 Weiser amongst those firms or lawyers with</p> <p>17 whom you had a problem at this time?</p> <p>18 A. No. Not to my knowledge, no.</p> <p>19 Q. Well, your knowledge is what's</p> <p>20 relevant here, so --</p> <p>21 A. Right.</p> <p>22 Q. Yeah.</p> <p>23 A. I mean, I don't know -- because I</p> <p>24 know he has a relationship with some of those</p>

11 (Pages 38 - 41)

Page 42	Page 44
<p>1 firm, so I don't know if there was anything 2 that I was not privy to, but, to my 3 knowledge, he had no involvement at that time 4 in the SiriusXM matter. 5 Q. Okay. 6 And prior to being -- is it fair to 7 say referred to Bruce Murphy? 8 A. Yeah. Yes. 9 Q. -- had you ever had any dealings, 10 whatsoever, with either the Weiser Law Firm 11 or Rob Weiser? 12 A. I don't believe so, but I'm not 13 positive because I was talking to a lot of 14 lawyers at the time. 15 Q. Okay. 16 As you sit here today, do you have 17 any recollection of ever communicating with 18 Rob Weiser or any lawyer who represented 19 themselves to be a lawyer with the Weiser Law 20 Firm, prior to your being referred to 21 Bruce Murphy by some other lawyer? 22 A. Honestly, I can't answer that 23 because I have some vague recollection that 24 maybe there were conversations prior to.</p>	<p>1 can't tell me an instance where you did have 2 communication with Rob Weiser or the Weiser 3 Law Firm before Bruce Murphy, to use your 4 words, brought the Weiser firm into the 5 Sprint-Nextel case? 6 A. No, no. 7 Q. Okay. 8 So what was your first dealing with 9 Bruce Murphy? 10 A. I discussed my concerns that -- 11 MR. MERRIGAN: Michael, to the 12 extent that Mr. Murphy was at any 13 point serving as your legal 14 counsel, I would instruct you not 15 to reveal conversations or 16 communications you had with him. 17 If you had communications with him 18 outside of the legal counsel 19 relationship, that's fine. 20 MR. ROSENZWEIG: Well, I think 21 he can certainly tell me what 22 brought him to communicate with 23 Bruce Murphy and about what topics. 24 MR. MERRIGAN: I agree. I</p>
Page 43	Page 45
<p>1 There were several times that I had 2 conversations or communications with the 3 Weiser Law Firm. 4 I didn't even -- I didn't realize 5 at one point in time that I had prior 6 communication with the Weiser Law Firm, and, 7 then, there was additional communication, 8 and, then, I realized I had had prior 9 communication with the Weiser Law Firm, but I 10 don't know what timeframe that was. 11 Q. Okay. 12 Do you recall how you were 13 introduced to the Weiser Law Firm or by whom? 14 A. I do not. 15 Q. Okay. 16 A. It could have been through 17 Bruce Murphy. I don't -- I can't swear that 18 there was no communication, or I had not 19 communicated with Robert Weiser before 20 Bruce Murphy brought him into the Sprint 21 case. I don't -- I have no recollection. I 22 don't know the answer to that. 23 Q. Okay. 24 But, as you sit here today, you</p>	<p>1 just -- I was concerned that he was 2 about to start discussing things 3 they discussed. 4 BY MR. ROSENZWEIG: 5 Q. Well, we haven't gotten to the 6 point yet where Bruce Murphy became your 7 lawyer, right? 8 A. Right. 9 Q. Okay. 10 So before Bruce -- do you believe 11 that Bruce Murphy became your lawyer? 12 A. Yes. 13 Q. So prior to Bruce Murphy becoming 14 your lawyer, what were your first 15 communications with Mr. Murphy or someone 16 from his office, firm? 17 A. The conversations were surrounding 18 redress or an action involving Sprint, 19 Nextel, and the loss of value that took place 20 after the merger. My recollection is it was 21 a year or two after consummation of the 22 merger. 23 Q. Okay. 24 And you as a shareholder of now the</p>

12 (Pages 42 - 45)

<p style="text-align: right;">Page 46</p> <p>1 combined entity were unhappy with what was 2 going on with the value of Sprint stock of 3 the combined entity? 4 A. Yes, that's my recollection. 5 Q. Okay. 6 And, ultimately, did you hire 7 Mr. Murphy to represent your interests with 8 respect to the Sprint-Nextel merger fallout? 9 A. Can you describe "hire"? 10 Q. Sure. Well, you know, most people, 11 I think, have a common understanding of the 12 word "hire." 13 Did you sign a retainer agreement 14 with Bruce Murphy? 15 A. I signed a retainer. No moneys had 16 transacted, but, yes, I signed a retainer. 17 Q. And by "a retainer," I called it a 18 retainer agreement, fair enough? 19 A. Fair enough. 20 Q. Okay. 21 And was that retainer agreement 22 that you signed with Bruce Murphy with 23 respect to pursuing legal redress about the 24 Sprint-Nextel merger?</p>	<p style="text-align: right;">Page 48</p> <p>1 derivative lawsuit with Mr. Murphy broadly 2 after you signed a retainer agreement with 3 him? 4 A. Yes, at that particular point in 5 time, I believe that retainer was 6 specifically for a derivative lawsuit. 7 Q. Okay. 8 And were you going to be joining 9 with others as derivative Plaintiffs? 10 A. I wasn't aware of that. I had no 11 knowledge of that. I believe that I was the 12 only person on the draft Complaint. As far 13 as my recollection, I was the only -- I was 14 the nominal defendant with regard... 15 Q. Okay. 16 And you referred to a draft 17 Complaint. 18 Was that a draft Complaint prepared 19 by Mr. Murphy? 20 A. Yes. 21 MR. MERRIGAN: Michael, just 22 so the record is clear, you said, 23 "Defendant." 24 MR. ROSENZWEIG: I know.</p>
<p style="text-align: right;">Page 47</p> <p>1 A. Yes. 2 Q. Okay. 3 Was it specifically about a 4 derivative lawsuit in that regard? 5 A. I don't think at that time there 6 was any definitive discussion with regard to 7 what type of action it would be. I was 8 simply looking for redress and... 9 Q. And Bruce Murphy was your guy -- 10 you chose to hire him? 11 MR. MERRIGAN: Objection to 12 the form. 13 But you can answer. 14 THE WITNESS: Yes, I signed a 15 retainer with him and with Mr. 16 Weiser is my understanding. 17 BY MR. ROSENZWEIG: 18 Q. Okay. So we'll get to that. 19 Were you aware broadly -- I'm not 20 asking about a specific conversation with 21 Mr. Murphy, who is now your counsel, in or 22 around 2009 -- and we'll get to documents 23 that I'll show you that that's the right 24 timeframe, but were you discussing a</p>	<p style="text-align: right;">Page 49</p> <p>1 MR. MERRIGAN: I think you 2 meant Plaintiff. 3 MR. ROSENZWEIG: Plaintiff, 4 yeah, sorry. 5 MR. MERRIGAN: Okay. 6 MR. ROSENZWEIG: I was getting 7 there. Right, yeah. Good. Thank 8 you. 9 BY MR. ROSENZWEIG: 10 Q. So that it was the draft Complaint 11 about which you testified was Michael 12 Hartleib as derivative plaintiff against 13 Sprint, which was the surviving entity of the 14 Sprint-Nextel merger? 15 A. Yes. 16 Q. In the context of your working with 17 Mr. Murphy after you signed a retainer 18 agreement with him, did Mr. Murphy introduce 19 to Mr. Weiser or the Weiser Law Firm 20 regarding the Sprint-Nextel matter? 21 A. Yes. 22 Q. What was your first contact with 23 Rob Weiser, not Mr. Murphy's, you? 24 A. As I testified previously, I'm not</p>

Page 50	Page 52
1 certain that this was the first contact I'd	1 that discussion?
2 had with Mr. Weiser. There may have been	2 A. I only recall that it was after
3 subsequent contact prior to. I just don't	3 several emails back and forth. It led to
4 recall at this point in time with.	4 that call, I believe.
5 With that caveat, I believe that	5 Q. All right.
6 Mr. Murphy started copying Rob -- he sent an	6 So let me turn your attention,
7 email and said that he works with other firms	7 Mr. Hartleib, to what is in this binder,
8 and that this is the firm that he would be	8 Exhibit-2. It's an email chain. As emails
9 working with, or he would be referring this	9 chains tend to do, the earliest of the emails
10 case to.	10 is on the second page of the exhibit, and the
11 I was copied on emails to Mr.	11 more recent is on the first page.
12 Weiser, whereby Mr. Weiser responded that he	12 I'm going to ask you to take a look
13 looks forward to working together on this	13 at that.
14 matter.	14 MR. ROSENZWEIG: We will mark
15 Q. Okay.	15 this as Hartleib-1, please.
16 And is that -- Mr. Weiser responded	16 - - -
17 to whom in that email?	17 (Whereupon, Email Dated
18 A. I believe there were several	18 March 20th, 2009, was marked as
19 emails, and they were to Mr. Murphy. They	19 Exhibit Hartleib-1 for
20 included me. I believe one of them was	20 identification.)
21 addressed to me, but I don't know that for	21 - - -
22 certain.	22 MR. ROSENZWEIG: Okay. Are
23 Q. Okay.	23 you ready?
24 Did you actually have a verbal	24 THE COURT REPORTER: Yes.

Page 51	Page 53
1 conversation with Mr. Weiser in or around	1 MR. ROSENZWEIG: Okay.
2 that time?	2 BY MR. ROSENZWEIG:
3 A. Yes, I believe so.	3 Q. Mr. Hartleib, have you had a chance
4 Q. Okay.	4 to look at what I've marked as Hartleib-1?
5 And can you tell me who initiated	5 A. Yes.
6 that communication, was it by telephone?	6 Q. Okay.
7 A. My recollection is after the	7 Starting on the second page of
8 emails -- there was a telephone conversation	8 Hartleib-1, there's a March 20th, 2009 email
9 after several emails back and forth --	9 from you to bgm@brucemurphy.biz.
10 Q. Go ahead.	10 Is that address, to the best of
11 A. -- that I think that Mr. Murphy	11 your knowledge, for Mr. Murphy, the lawyer,
12 arranged.	12 about whom we are speaking?
13 Q. And was Mr. Murphy involved in that	13 A. As terrible as that address is,
14 conversation?	14 yes, I believe so.
15 A. I don't believe so.	15 Q. Okay.
16 Q. So it was just you and Mr.	16 And michaelhartleib@cox.net is you?
17 Weiser --	17 A. Correct.
18 A. I believe so.	18 Q. Okay.
19 Q. Okay.	19 And this email, again, is dated
20 Your best recollection, right?	20 March 20th, 2008, at 11:50 p.m.
21 A. My best recollection is it was just	21 Does that refresh your recollection
22 Mr. Weiser and myself.	22 about what timeframe we were talking about
23 Q. Okay.	23 regarding your dealings with Mr. Murphy about
24 And do you recall the timeframe of	24 the Sprint-Nextel merger?

14 (Pages 50 - 53)

<p style="text-align: right;">Page 54</p> <p>1 A. Yes.</p> <p>2 Q. Okay.</p> <p>3 And would you agree that we are now</p> <p>4 talking about the early part of 2009?</p> <p>5 A. Yes.</p> <p>6 Q. Okay.</p> <p>7 Your email to Mr. Murphy of that</p> <p>8 date, that I just mentioned, says, quote,</p> <p>9 "Bruce, I am faxing the signed copy over</p> <p>10 now."</p> <p>11 Do you agree?</p> <p>12 A. Yes.</p> <p>13 Q. Okay.</p> <p>14 Can you tell me to what that</p> <p>15 refers?</p> <p>16 A. I believe it's the retainer.</p> <p>17 Q. The retainer agreement?</p> <p>18 A. Correct.</p> <p>19 Q. To Mr. Murphy, for Mr. Murphy?</p> <p>20 MR. MERRIGAN: What do you</p> <p>21 mean by "for"?</p> <p>22 MR. ROSENZWEIG: Well,</p> <p>23 Mr. Murphy's firm. Retaining</p> <p>24 Mr. Murphy's firm.</p>	<p style="text-align: right;">Page 56</p> <p>1 Q. -- that's, again, Sunday, March</p> <p>2 22nd, 2009, 9:53 p.m.</p> <p>3 Do you see that?</p> <p>4 A. Yes.</p> <p>5 Q. Okay.</p> <p>6 And would you agree that's an email</p> <p>7 from Bruce Murphy to you?</p> <p>8 A. Yes.</p> <p>9 Q. Okay.</p> <p>10 do you recall receiving this</p> <p>11 email?</p> <p>12 A. Yes.</p> <p>13 Q. Okay.</p> <p>14 A. Can we go back to the prior email?</p> <p>15 Q. The March 20th?</p> <p>16 A. March 20th email.</p> <p>17 Q. Yes.</p> <p>18 A. So if you read Mr. Murphy's email</p> <p>19 to me, it says, "Michael, I sent your revised</p> <p>20 retention to my co-counsel, Rob Weiser, for</p> <p>21 his review and comment. We are fine with</p> <p>22 your changes. We mostly just amplified and</p> <p>23 clarified the points you made. Yes, we do</p> <p>24 work 24/7. Please review, sign, and fax."</p>
<p style="text-align: right;">Page 55</p> <p>1 THE WITNESS: Yes. But my</p> <p>2 understanding was Mr. Weiser was</p> <p>3 involved at that time.</p> <p>4 BY MR. ROSENZWEIG:</p> <p>5 Q. Okay.</p> <p>6 A. So I believe I was signing a</p> <p>7 retainer with -- Mr. Murphy let it be known</p> <p>8 that Mr. Weiser would be handling the case,</p> <p>9 so my impression was that I had retained</p> <p>10 Mr. Murphy and Mr. Weiser.</p> <p>11 Q. Is that -- at that moment in time,</p> <p>12 had Mr. Weiser or the Weiser Law Firm offered</p> <p>13 you a retainer agreement or retention letter?</p> <p>14 A. I had thought that the retention</p> <p>15 letter or what I was signing was for both</p> <p>16 because he'd already made it clear that he</p> <p>17 was bringing Robert Weiser in to handle the</p> <p>18 case.</p> <p>19 Q. Okay.</p> <p>20 The email that is carried over on</p> <p>21 the second page of this two-page document,</p> <p>22 but it starts Sunday, March 22nd, 2009, from</p> <p>23 Bruce Murphy to you, copy to Rob Weiser --</p> <p>24 A. Mm-humm.</p>	<p style="text-align: right;">Page 57</p> <p>1 So any reasonable human being would</p> <p>2 think that they were signing a retention</p> <p>3 letter with Mr. Weiser and Mr. Murphy as</p> <p>4 confirmed by this email.</p> <p>5 Q. Okay.</p> <p>6 So, Mr. Hartleib, that email is the</p> <p>7 email about which I was just asking you.</p> <p>8 That's not the prior email. That's the email</p> <p>9 of March 22nd.</p> <p>10 Can you look at the document, and</p> <p>11 tell me that you understand that?</p> <p>12 A. Oh, I see. Okay.</p> <p>13 Yes.</p> <p>14 Q. So the email I asked you about</p> <p>15 previously was the first --</p> <p>16 A. The earlier email.</p> <p>17 Q. -- the early email of the 20th --</p> <p>18 A. 20th, yes.</p> <p>19 Q. -- of which Mr. Weiser was not</p> <p>20 copied, correct?</p> <p>21 A. Correct.</p> <p>22 Q. And you're already telling</p> <p>23 Mr. Murphy that you're faxing over a signed</p> <p>24 copy to Mr. Murphy, correct?</p>

15 (Pages 54 - 57)

Page 58	Page 60
<p>1 A. Yes.</p> <p>2 Q. And, then, several days later, the</p> <p>3 email that you just read into the record is</p> <p>4 the March 22nd email on which Mr. Weiser is</p> <p>5 copied, correct?</p> <p>6 A. Correct.</p> <p>7 Q. Okay.</p> <p>8 Then, Monday, March 23rd,</p> <p>9 Mr. Murphy writes to you again by email.</p> <p>10 This is all part of Hartleib-1, copy to Rob</p> <p>11 Weiser. It's at 8:59 a.m., on March 23rd,</p> <p>12 2009.</p> <p>13 And he says, "Michael, can you get</p> <p>14 this back to me this a.m. your time. Bruce."</p> <p>15 Correct?</p> <p>16 A. Correct.</p> <p>17 Q. Okay.</p> <p>18 Mr. Hartleib, then, did you reply</p> <p>19 to Mr. Murphy?</p> <p>20 A. It looks like I replied -- I mean,</p> <p>21 via email, it looks like I ask him to call me</p> <p>22 on the 26th, three days later.</p> <p>23 Q. Correct. 26th of March, 2009,</p> <p>24 correct?</p>	<p>1 back with you tomorrow, or over the weekend.</p> <p>2 Bruce." Correct?</p> <p>3 A. Correct.</p> <p>4 Q. All right.</p> <p>5 Then, the top email of this exhibit</p> <p>6 is March 27th, 2009, at 7:21 a.m., correct?</p> <p>7 A. Correct.</p> <p>8 Q. From Mr. Weiser to Mr. Murphy?</p> <p>9 A. Yes.</p> <p>10 Q. And I'm going to read it and you</p> <p>11 tell me if I've done so correctly.</p> <p>12 Quote -- this is from Rob Weiser to</p> <p>13 Mr. Murphy, "I think he has a potential</p> <p>14 conflict in light of the other litigation</p> <p>15 he's involved in, plus I don't think he would</p> <p>16 make an adequate representative for Sprint."</p> <p>17 Did I read that correctly?</p> <p>18 A. You did.</p> <p>19 Q. Okay.</p> <p>20 And is that Mr. Weiser's writing at</p> <p>21 a time when there was no signed engagement</p> <p>22 letter by Rob Weiser or the Weiser Law Firm</p> <p>23 with respect to representing you?</p> <p>24 MR. MERRIGAN: Objection to</p>
Page 59	Page 61
<p>1 A. Correct.</p> <p>2 Q. 10:29 p.m.?</p> <p>3 A. Correct.</p> <p>4 Q. And that is just from you to</p> <p>5 Mr. Murphy?</p> <p>6 A. Correct.</p> <p>7 Q. All right.</p> <p>8 Mr. Weiser's not copied on that</p> <p>9 email --</p> <p>10 A. No.</p> <p>11 Q. -- from you? Okay.</p> <p>12 And, then, let's look at the next</p> <p>13 email, which is -- and when I say "next,"</p> <p>14 we're working in reverse, so the one higher</p> <p>15 up on the page, March 27th, 2009, 4:33 and 59</p> <p>16 seconds, from Bruce Murphy to you.</p> <p>17 Do you see that?</p> <p>18 A. Mm-humm, yes.</p> <p>19 Q. And Mr. Weiser's not copied on</p> <p>20 that, correct?</p> <p>21 A. Correct.</p> <p>22 Q. And it says from Bruce Murphy to</p> <p>23 you, Mr. Hartleib, "Michael, I'm working on</p> <p>24 something else right now. I will try to get</p>	<p>1 the form.</p> <p>2 But you can answer.</p> <p>3 THE WITNESS: I don't think</p> <p>4 other than their signed retention</p> <p>5 with Bruce Murphy that said he</p> <p>6 would be using Robert Weiser, I</p> <p>7 wasn't expecting a signed retention</p> <p>8 from Robert Weiser because I had</p> <p>9 thought that Bruce Murphy and</p> <p>10 Robert Weiser were working together</p> <p>11 on the case, as outlined by several</p> <p>12 emails and conversations.</p> <p>13 The other thing these emails</p> <p>14 are refreshing my recollection, and</p> <p>15 these are your exhibits, so I would</p> <p>16 have to go back and see -- I</p> <p>17 believe that in between these</p> <p>18 emails in that three-day lapse that</p> <p>19 there was a phone call that was had</p> <p>20 with Mr. Weiser, and I believe</p> <p>21 during this period of time I was</p> <p>22 being ghosted by counsel.</p> <p>23 BY MR. ROSENZWEIG:</p> <p>24 Q. By -- who do you mean by "counsel"?</p>

16 (Pages 58 - 61)

Page 62	Page 64
<p>1 A. I was not getting replies from 2 Bruce Murphy or Mr. Weiser, if I recall. 3 Q. Okay. 4 But let's dive into what you've 5 just said. 6 Is it fair that you never received 7 an engagement letter or retainer agreement 8 from Rob Weiser or the Weiser Law Firm signed 9 by them? 10 A. Yes, that's fair. 11 Q. Okay. 12 And is it your testimony, 13 Mr. Hartleib, that you surmised from 14 Mr. Murphy that he would be working with Mr. 15 Weiser, and that, therefore, you believed 16 that Mr. Weiser was also going to be your 17 counsel? 18 A. Based on emails saying that he 19 looks forward to working together on this 20 case, yes, that's what I surmised. 21 Q. Okay. 22 Let's turn your attention to what 23 is Tab 3, which I'm going to mark as 24 Hartleib-2.</p>	<p>1 and I have conferred and thought about the 2 motion to appoint the Sprint derivative 3 action representative. We believe you may 4 have a potential conflict in light of the 5 other litigation in which you were involved. 6 "Defense counsel can be expected to 7 you serving as the representative on the 8 grounds of advocacy; therefore, we will not 9 be able to file the Sprint derivative suit in 10 your name. 11 "We appreciate the opportunity you 12 gave us to look into this matter for you. 13 Bruce." 14 Did I read this accurately? 15 A. Yes. 16 Q. Okay. 17 Do you recall receiving this email? 18 A. Yes. 19 Q. Okay. 20 And at that point in time, which is 21 the same day of your last communication with 22 Bruce Murphy from the document I marked 23 Hartleib-1 where he tells you that -- "he," 24 meaning Bruce Murphy, will get back to you --</p>
Page 63	Page 65
<p>1 - - - 2 (Whereupon, Email Dated March 3 27, 2009, was marked as Exhibit 4 Hartleib-2 for identification.) 5 - - - 6 BY MR. ROSENZWEIG: 7 Q. All right. 8 Mr. Hartleib, take a look at that 9 document. It's one page. I'm only going to 10 turn your attention to the very top email, 11 because we've already talked about the others 12 that are reflected lower on the chain. 13 I want to refer your attention to 14 the Friday, March 27th, 2009, 9:55 a.m., 15 email from Bruce Murphy to you, copied to Rob 16 Weiser. 17 Do you see that? 18 A. Mm-humm, yes. 19 Q. Do you recall getting this email? 20 A. Yes. 21 Q. Okay. 22 And I'm going to read the email and 23 you tell me if I've done so accurately. 24 "Good morning, Michael. Rob Weiser</p>	<p>1 with you tomorrow, or over the weekend, but 2 nevertheless that same day he writes to tell 3 you that they will not be representing your 4 interests in this Sprint derivative action, 5 correct? 6 A. That's what the email says, yes. 7 Q. Okay. 8 And other than the plain words of 9 the email, did you have information to 10 believe otherwise? 11 A. Yes. 12 Q. Okay. 13 What information did you have to 14 believe otherwise? 15 A. Telephone conversations with Mr. 16 Weiser. 17 Q. Prior to this email of March 27th, 18 2009, at 9:55 a.m.? 19 A. Yes. 20 Q. Not subsequent to, correct? 21 A. No, prior to. 22 Q. Okay. 23 And do you believe that you spoke 24 to Mr. Weiser at some point in time in March</p>

17 (Pages 62 - 65)

Page 66	Page 68
<p>1 of 2009, prior to the Friday, March 27th, 2 2009, 9:55 a.m., email from Bruce Murphy to 3 you? 4 A. Yes. I believe that somewhere 5 between the 20th, I believe it was, 6 March 20th, somewhere between the March -- 7 there were three days there, I believe. 8 Let's see, March 20- -- March 20th, 9 and the 27th, there was a conversation that 10 took place between Robert Weiser and myself. 11 You asked about a conversation and 12 if Bruce Murphy was on that call. He had 13 arranged a call with Robert Weiser in between 14 these emails, I believe. It was after that 15 call with Robert Weiser that these emails 16 followed. 17 Q. Okay. 18 So it was sometime in -- to the 19 best of your recollection, sometime between 20 March 20th, 2009 and March 27th of 2009, but 21 prior to the actual day of March 27th, that 22 the conversation between you and Rob Weiser 23 occurred? 24 A. Yes, I believe so.</p>	<p>1 would be working on the case after Mr. Murphy 2 received the signed retainer from me. 3 Q. It was acknowledged by Mr. Murphy? 4 A. Mr. Weiser. He wrote, "We look 5 forward to" -- "I look forward to working 6 with you on this." 7 Q. Okay. 8 And do you think those words, which 9 you've testified about very clearly, actually 10 formed an attorney-client relationship 11 between you and Mr. Weiser? 12 A. Yes. 13 MR. MERRIGAN: I'm just going 14 to note an objection. 15 But you can answer. 16 BY MR. ROSENZWEIG: 17 Q. Have you ever signed an engagement 18 letter or retainer agreement of any 19 kind directly between -- of any kind, for any 20 matter, okay, now it's a broader question, so 21 it's not the same question, with Rob Weiser 22 or the Weiser Law Firm? 23 A. Other than the Murphy agreement 24 that was sent and the retainer agreement was</p>
Page 67	Page 69
<p>1 Q. Okay. 2 And to be clear, did you ever sign 3 any retainer agreement or engagement letter 4 with the Weiser Law Firm or with Rob Weiser 5 with respect to the Sprint-Nextel matter, 6 derivative or otherwise? 7 A. I think I've answered that like two 8 times so far. 9 Q. You've answered it with respect to 10 Mr. Murphy. I just want to establish that 11 you never signed a separate, distinct 12 engagement letter with the Weiser Law Firm or 13 Rob Weiser. 14 A. No. 15 Q. Did Rob Weiser or the Weiser Law 16 Firm serve as a signatory to the engagement 17 letter or retainer agreement between you and 18 Bruce Murphy? 19 A. Define "signatory." 20 Q. That Mr. Weiser or the Weiser firm 21 by an authorized representative physically 22 signed the retainer agreement or engagement 23 letter with Mr. Murphy. 24 A. No, but it was acknowledged that he</p>	<p>1 amended by Rob Weiser and Bruce Murphy. 2 Q. In writing? 3 A. Yes. They -- it says that they 4 worked on it, and they were okay with the 5 changes that I made to the retainer 6 agreement, because as I -- as I said 7 previously, testified previously, there were 8 certain firms that I didn't want to be 9 involved with. 10 There were stipulations put in the 11 retainer agreement with Mr. Murphy because 12 he's bringing in Mr. Weiser, and I wanted to 13 make sure that none of these firms would be 14 brought in to my case because of my past 15 dealings with them. 16 I do not think that they were 17 representing the interests of the corporation 18 or its shareholders derivatively 19 sufficiently, that the retainer agreement was 20 actually amended. I amended the retainer 21 agreement prior to sending it back, excluding 22 those firms. 23 It was acknowledged in writing that 24 Mr. Murphy and Mr. Weiser had no problems</p>

18 (Pages 66 - 69)

<p style="text-align: right;">Page 70</p> <p>1 with it, that they just reiterated or 2 strengthened by -- I forget what the email 3 said -- changes, and that they had no 4 objection. That's -- Exhibit-2, I believe, 5 references that. 6 Q. Yeah. Let me turn your attention 7 back to Hartleib-1, which I think is what 8 you're referring to. I want to start with 9 March 20th of 2009 again, Mr. Hartleib, an 10 email from you. 11 It's the second page of Hartleib-1 12 from you to Bruce Murphy in which you say, 13 quote, "Bruce, I am faxing the signed copy 14 over now." 15 A. Yes. 16 Q. Right. 17 So you signed a retainer agreement 18 or engagement letter with Mr. Murphy that you 19 transmitted to him on March 20th of 2009, 20 fair? 21 A. Yes. 22 Q. And, then, subsequent to that, as a 23 matter of fact, couple of days subsequent to 24 that, you then engaged in some changes with</p>	<p style="text-align: right;">Page 72</p> <p>1 your counsel -- his counsel as 2 well. 3 BY MR. ROSENZWEIG: 4 Q. Until several days later -- later, 5 Mr. Hartleib, when on Friday, March 27th, 6 Mr. Murphy informs you that Rob Weiser and he 7 had conferred and that they do not believe 8 you're an appropriate plaintiff with respect 9 to the Sprint derivative action; and, 10 therefore, that they would not be filing a 11 Sprint derivative suit in your name, correct? 12 MR. MERRIGAN: Objection in 13 that this question has been asked 14 and answered several times. You're 15 now just arguing with him because 16 you don't like the answers. 17 MR. ROSENZWEIG: No. I 18 actually quite like his answers, 19 Mr. Merrigan. You would be 20 absolutely incorrect in that 21 conclusion. I think that I'm 22 trying to get away from some of the 23 hedge language that Mr. Hartleib 24 has cleverly used.</p>
<p style="text-align: right;">Page 71</p> <p>1 respect to these firms that you found 2 offensive, or with whom you did not want to 3 work? 4 MR. MERRIGAN: Objection to 5 the form. 6 But you can answer. 7 THE WITNESS: I believe that's 8 accurate, yes. I don't remember 9 why there was a need to sign 10 another retainer, but -- I don't 11 know if it was at the request of 12 Mr. Murphy, but there was -- 13 something needed to be clarified or 14 changed, if I recall. 15 And, you know, I sent your 16 revised retention letter to my 17 co-counsel, Rob Weiser. 18 What would a layperson think 19 when I'm talking about a retention 20 letter, and he's having his 21 co-counsel, Rob Weiser, review 22 changes to the retention letter? 23 I think any reasonable person 24 would assume that Robert Weiser was</p>	<p style="text-align: right;">Page 73</p> <p>1 I just want to make sure that 2 we're talking about the same days, 3 the same timeframe, and the 4 evolution of five days between when 5 Mr. Hartleib purports to make 6 changes to an already signed 7 engagement letter between him and 8 Mr. Murphy and the time that he's 9 told that they won't be 10 representing him. 11 BY MR. ROSENZWEIG: 12 Q. Do you remember the question? 13 MR. MERRIGAN: I didn't finish 14 my objection. I really don't care 15 what you really think about his 16 answers, but you are asking the 17 questions in an argumentative 18 manner, which is a valid objection. 19 However, phrase it however 20 you'd like. I'm not going to 21 instruct my client not to answer. 22 MR. ROSENZWEIG: Could you 23 read back the question, if you 24 could find it after all that.</p>

Page 74	Page 76
<p>1 - - -</p> <p>2 (Whereupon, the court reporter</p> <p>3 read back the last question:</p> <p>4 "Q. Until several days letter</p> <p>5 -- later, Mr. Hartleib, when on</p> <p>6 Friday, March 27th,</p> <p>7 Mr. Murphy informs you that Rob</p> <p>8 Weiser and he had conferred and</p> <p>9 that they do not believe you're an</p> <p>10 appropriate plaintiff with respect</p> <p>11 to the Sprint derivative action;</p> <p>12 and, therefore, that they would not</p> <p>13 be filing a Sprint derivative suit</p> <p>14 in your name, correct?")</p> <p>15 - - -</p> <p>16 MR. MERRIGAN: I think they're</p> <p>17 waiting for you to answer.</p> <p>18 THE WITNESS: I know they're</p> <p>19 waiting for me to answer, but the</p> <p>20 problem with these questions are --</p> <p>21 or is -- there were several</p> <p>22 communications via telephone in</p> <p>23 between these emails. This suits</p> <p>24 their narrative, and they're</p>	<p>1 don't know what the requirements</p> <p>2 are, but I was told that they -- we</p> <p>3 had several conversations, and was</p> <p>4 led to believe that they were still</p> <p>5 considering filing with me via</p> <p>6 these conversations.</p> <p>7 BY MR. ROSENZWEIG:</p> <p>8 Q. Subsequent to the March 27th email?</p> <p>9 A. Subsequent to the March 22nd email.</p> <p>10 Q. 27th.</p> <p>11 A. 27th. After the March 27th email,</p> <p>12 there was ongoing communication with both</p> <p>13 Bruce Murphy and Robert Weiser, to the best</p> <p>14 of my recollection, and it was still</p> <p>15 undetermined whether or not they would file</p> <p>16 in my name at that time.</p> <p>17 Q. Okay.</p> <p>18 Specifically, tell me what Rob</p> <p>19 Weiser said to you in any of those</p> <p>20 conversations subsequent to March 27th, 2009?</p> <p>21 A. The context of the conversation --</p> <p>22 Q. I'm not asking you for context.</p> <p>23 I'm asking you for what he said to you.</p> <p>24 A. Without getting into the context of</p>
Page 75	Page 77
<p>1 leaving out facts.</p> <p>2 MR. MERRIGAN: You're free to</p> <p>3 answer the question however you</p> <p>4 think is appropriate.</p> <p>5 THE WITNESS: Okay.</p> <p>6 MR. ROSENZWEIG: So let me ask</p> <p>7 a different question.</p> <p>8 BY MR. ROSENZWEIG:</p> <p>9 Q. Okay.</p> <p>10 Did you respond to Mr. Murphy by</p> <p>11 email to his March 27th -- I'm talking about</p> <p>12 Hartleib-2 -- to his March 27th email at</p> <p>13 9:55 a.m., in which Mr. Murphy said that they</p> <p>14 would not be representing you in the Sprint</p> <p>15 derivative action?</p> <p>16 Did you respond by saying, "Hey,</p> <p>17 you're my lawyer Mr. Murphy," or "You're my</p> <p>18 lawyer, Mr. Weiser, and you can't do that"?</p> <p>19 MR. MERRIGAN: Objection to</p> <p>20 form.</p> <p>21 But you can answer.</p> <p>22 THE WITNESS: So, yes, via</p> <p>23 telephone there were several</p> <p>24 conversations that happened, and I</p>	<p>1 the actual discussion with which involved</p> <p>2 other firms, it was my impression that they</p> <p>3 were still considering moving forward with</p> <p>4 the derivative action in my name based on our</p> <p>5 conversations. I never received a letter.</p> <p>6 I always thought there was a</p> <p>7 requirement that if a law firm is no longer</p> <p>8 going to represent somebody, that you send</p> <p>9 them a letter saying that you need to seek</p> <p>10 other counsel, that we're not going to be</p> <p>11 representing you from this point forward.</p> <p>12 That never happened.</p> <p>13 Q. Did you receive that March 27th,</p> <p>14 2009 email from Bruce Murphy, at 9:55 a.m.?</p> <p>15 A. Yes, but there was still ongoing</p> <p>16 conversation after that where they were still</p> <p>17 considering representing me.</p> <p>18 Q. I am going to ask you the question</p> <p>19 again. You've testified as you have.</p> <p>20 Specifically, what did Rob Weiser</p> <p>21 say to you in any of those conversations,</p> <p>22 subsequent to March 27th, 2009, at 9:55 a.m.,</p> <p>23 with regard to the Sprint-Nextel matter and</p> <p>24 you?</p>

20 (Pages 74 - 77)

Page 78	Page 80
<p>1 A. Without getting into the context,</p> <p>2 that he and Bruce Murphy would discuss things</p> <p>3 and they would consider what we had discussed</p> <p>4 over the phone calls.</p> <p>5 Q. What was the conflict, as you</p> <p>6 understood it, as to what they referred, or</p> <p>7 to which Bruce Murphy referred, rather, in</p> <p>8 that March 27, 2009 email?</p> <p>9 Mr. Hartleib, you're looking at me.</p> <p>10 You have to tell me.</p> <p>11 A. You would have to ask your client</p> <p>12 because there was no conflict. The conflict</p> <p>13 had nothing to do with any other litigation</p> <p>14 that I was involved in.</p> <p>15 Q. What was your understanding of the</p> <p>16 conflict?</p> <p>17 A. I know what the conflict was.</p> <p>18 Q. So tell me, right now, what it was.</p> <p>19 A. The conflict is that your client</p> <p>20 and firms like your client don't want a real</p> <p>21 plaintiff. Plaintiffs are a necessary</p> <p>22 nuisance. These cases are entirely lawyer</p> <p>23 driven. They don't want a plaintiff that has</p> <p>24 7 figure losses in a company that's going to</p>	<p>1 reform, benefit the corporation, make their</p> <p>2 money, and protect the shareholders, you</p> <p>3 know, derivatively.</p> <p>4 I believe that -- that much like</p> <p>5 class-action litigation, the Private Security</p> <p>6 Litigations Reform Act that helped rein some</p> <p>7 of this in, there needs to be something</p> <p>8 similar in derivative litigation to stop this</p> <p>9 lawyer-driven litigation or this litigation</p> <p>10 that results in no meaningful benefit for the</p> <p>11 corporations or its shareholders. Something</p> <p>12 needs to be done, yes.</p> <p>13 Q. Okay.</p> <p>14 So that's your belief as to why</p> <p>15 Mr. Murphy and Mr. Weiser didn't want to take</p> <p>16 you on as the derivative plaintiff, fair?</p> <p>17 A. I don't know why someone wouldn't</p> <p>18 want a plaintiff with a very large loss who</p> <p>19 has actually agreed, who is looking for</p> <p>20 recompense and redress who knows all of the</p> <p>21 facts of the corporation in a manner that I</p> <p>22 did.</p> <p>23 Q. You were offended by the fact that</p> <p>24 they didn't take you on as a plaintiff?</p>
Page 79	Page 81
<p>1 force them to get actual reform and redress</p> <p>2 and claw back actual money. That's not what</p> <p>3 they want.</p> <p>4 They want a plaintiff that's going</p> <p>5 to lend their name to a case, and the case is</p> <p>6 entirely lawyer driven and it results in a</p> <p>7 settlement like we received here. Lipstick</p> <p>8 on a pig, illusory reforms, and millions of</p> <p>9 dollars in attorneys fees.</p> <p>10 Unfortunately, that's what's wrong</p> <p>11 with derivative litigation. The shareholders</p> <p>12 are harmed yet again. The company has to pay</p> <p>13 millions of dollars in attorneys fees for</p> <p>14 something that is nearly valueless, according</p> <p>15 to Judge Vano.</p> <p>16 Q. So without referencing Judge Vano,</p> <p>17 is it fair to say that you personally have</p> <p>18 significant material issue with the entire</p> <p>19 nature of derivative shareholder litigation</p> <p>20 for the reasons you've just stated?</p> <p>21 A. I believe that there needs to be</p> <p>22 reform to derivative litigation. I believe</p> <p>23 that Mr. Weiser and firms like the Weiser Law</p> <p>24 Firm can do a much better job, and seek real</p>	<p>1 A. No, I wasn't --</p> <p>2 MR. MERRIGAN: Objection to</p> <p>3 the form.</p> <p>4 But you can answer.</p> <p>5 THE WITNESS: No, I wasn't</p> <p>6 offended. I wasn't surprised, but</p> <p>7 I'm not -- I wasn't offended.</p> <p>8 BY MR. ROSENZWEIG:</p> <p>9 Q. So the email from Bruce Murphy that</p> <p>10 we've referred to, March 27, 2009, at</p> <p>11 a.m., is an email which references a</p> <p>12 conflict. Okay.</p> <p>13 Did you ask Mr. Murphy what the</p> <p>14 conflict was?</p> <p>15 A. I believe we discussed -- I believe</p> <p>16 it had something to do with the Sirius case,</p> <p>17 Sirius Satellite Radio, I believe.</p> <p>18 Q. Okay.</p> <p>19 And were you a class-action</p> <p>20 plaintiff in that case?</p> <p>21 A. I don't believe so.</p> <p>22 Q. Were you a derivative plaintiff in</p> <p>23 that case?</p> <p>24 A. I believe I was a plaintiff in one</p>

21 (Pages 78 - 81)

<p style="text-align: right;">Page 82</p> <p>1 case against them.</p> <p>2 Q. Were you a class action plaintiff</p> <p>3 in -- against Sprint Nextel at this time,</p> <p>4 meaning March of 2009?</p> <p>5 A. I don't believe so, no.</p> <p>6 Q. Okay.</p> <p>7 Were you ever a class-action</p> <p>8 plaintiff in Sprint Nextel?</p> <p>9 A. I don't believe so, no.</p> <p>10 Q. That's okay.</p> <p>11 And how about -- I'm sorry, with</p> <p>12 respect to SiriusXM, were you ever a</p> <p>13 class-action plaintiff, or was it derivative</p> <p>14 or both? I'm not trying to preclude both.</p> <p>15 A. You know, you're testing my memory,</p> <p>16 but I believe there was injunctive relief</p> <p>17 sought in this class, so I don't recall if it</p> <p>18 was a class action or derivative.</p> <p>19 I believe it was a derivative, and</p> <p>20 injunctive relief was sought to block the</p> <p>21 merger, but I don't recall. It was a long</p> <p>22 time ago, 2004, or '5, I think, or '6.</p> <p>23 Q. Had you had communications with</p> <p>24 either the Robbins law firm, to which you</p>	<p style="text-align: right;">Page 84</p> <p>1 shareholders were left in shambles, and the</p> <p>2 corporation was left in shambles.</p> <p>3 Q. Okay.</p> <p>4 Did you ever provide research or</p> <p>5 data or information about Sprint Nextel to</p> <p>6 any law firm or lawyer in the context of them</p> <p>7 considering a class-action lawsuit against</p> <p>8 Sprint and Nextel?</p> <p>9 A. I think the only person I provided</p> <p>10 specific details to after inquiring or after</p> <p>11 discussing it with several firms, I think</p> <p>12 that's how it led to the referral to</p> <p>13 Bruce Murphy. It was discussed with another</p> <p>14 firm. They recommended Bruce Murphy, to my</p> <p>15 recollection. I provided specific details to</p> <p>16 Mr. Murphy.</p> <p>17 I was shocked -- I was not certain,</p> <p>18 but I did research. I was shocked to find</p> <p>19 out that I had never seen a class action, was</p> <p>20 not certain it hadn't happened, but I had not</p> <p>21 seen a class action, nor a derivative suit</p> <p>22 for the \$31 billion write-down, and loss of</p> <p>23 value to the shareholders at that time.</p> <p>24 Q. At that time, okay.</p>
<p style="text-align: right;">Page 83</p> <p>1 referred, anybody at the Robbins law firm, to</p> <p>2 which you referred, about being a securities</p> <p>3 class-action plaintiff with regard to Sprint</p> <p>4 Nextel?</p> <p>5 A. I know that's the narrative that</p> <p>6 your clients are put forth putting forth. I</p> <p>7 don't think so. I don't believe so.</p> <p>8 Q. Did you speak with any other law</p> <p>9 firm -- again, in this timeframe, so we're</p> <p>10 talking 2009, with respect to being a</p> <p>11 class-action plaintiff regarding the</p> <p>12 Sprint-Nextel matter?</p> <p>13 A. I spoke to hundreds of law firms</p> <p>14 over the course of years. I'm sure that I</p> <p>15 spoke to some firms about seeking redress for</p> <p>16 what had happened to the shareholders of</p> <p>17 Sprint. They wrote down \$31 billion of a</p> <p>18 \$33 billion merger. It's like the worst</p> <p>19 merger integration in the history of the</p> <p>20 country.</p> <p>21 So I was not happy because I lost a</p> <p>22 lot of money. What made it worse was the</p> <p>23 executives rode off into the sunset with</p> <p>24 large golden parachutes, while the</p>	<p style="text-align: right;">Page 85</p> <p>1 But you can't recall specifically</p> <p>2 providing data, material, insight, you know,</p> <p>3 your -- I'll call it your arguments about the</p> <p>4 catastrophic nature of the Sprint-Nextel</p> <p>5 merger to any particular lawyer or law firm</p> <p>6 with respect to a class action?</p> <p>7 A. No, I can't recall. I can't swear</p> <p>8 that that discussion never happened, but I</p> <p>9 honestly don't have any recollection of that.</p> <p>10 Q. Are you aware, as you sit here</p> <p>11 today, that in that timeframe there were, in</p> <p>12 fact, class actions filed with respect to the</p> <p>13 Sprint-Nextel merger?</p> <p>14 A. I was made aware by Mr. Murphy.</p> <p>15 Q. At that time?</p> <p>16 A. At that time.</p> <p>17 Q. Okay.</p> <p>18 And let's just be clear, "at that</p> <p>19 time" means in March of 2009 or thereabout?</p> <p>20 A. So, initially, when I provided the</p> <p>21 information to Mr. Murphy, he would not</p> <p>22 believe that the plaintiff's bar missed a</p> <p>23 \$31 billion write-down. He calls me, I don't</p> <p>24 know how long, two weeks later. He'd done --</p>

22 (Pages 82 - 85)

<p style="text-align: right;">Page 86</p> <p>1 he had some research. 2 He said, "You're right." 3 And I believe at the time I was 4 contacted he told me that Darren Robbins had 5 filed a Securities class action, a 10(b)(5) 6 case, but Mr. Murphy wanted me to be the 7 derivative representative plaintiff in which 8 I agreed. 9 Q. Okay. 10 So -- 11 A. By the way, I have high regard for 12 Robbins Geller. Darren Robbins is a very 13 good attorney, a very smart man, which 14 obtained meaningful relief on behalf of the 15 class in that case. 16 Q. Did you ultimately become a 17 derivative plaintiff, as well as a direct 18 plaintiff in the SiriusXM case sometime in 19 around 2011? 20 Let me make your life easy. 21 Look at Exhibit-4 in your binder, 22 which I'm not sure I'm going to mark, but... 23 A. (Witness complies.) 24 Yes.</p>	<p style="text-align: right;">Page 88</p> <p>1 Sprint-Nextel case? There's a question mark 2 there. 3 Did some of those conversations 4 have to do with the Sprint-Nextel case? 5 A. What timeframe? 6 Q. After March 27th, 2009. 7 A. Yes. 8 Q. Ultimately, was there ever a point 9 in time when Mr. Weiser said in any of those 10 conversations, "Hey, yeah, we're going to 11 take you on as a derivative plaintiff 12 regarding Sprint Nextel"? 13 A. I don't believe an acknowledgment 14 to that degree was ever conveyed. I believe 15 it was left open-ended. 16 Q. Is it a fair statement that, in 17 fact, Mr. Weiser and the Weiser Law Firm 18 never did, in fact, take you on as a 19 plaintiff in this Sprint-Nextel derivative 20 matter? 21 MR. MERRIGAN: Objection. 22 But you can answer. 23 THE WITNESS: I believe 24 that's -- they believe that's their</p>
<p style="text-align: right;">Page 87</p> <p>1 Q. Okay. 2 And who was counsel who represented 3 you in that? 4 A. Honestly, I don't recall. 5 Q. Fair enough. 6 Could you look at the last page, 7 Page 22, of that document. Again, I'm not 8 necessarily marking it. 9 A. (Witness complies.) 10 Q. Mr. Hartleib, is that your 11 signature? 12 A. Yes. So I guess I did it pro se. 13 Q. Does that refresh your recollection 14 that you did it pro se? 15 A. I was still learning then. Yes. 16 Q. Okay. 17 Did you -- so you had -- you've 18 testified about conversations you had with 19 Rob Weiser subsequent to the March 27th, 2009 20 email, 9:55 a.m., from Bruce Murphy, correct? 21 A. Correct. 22 Q. Okay. 23 And some of those conversations, 24 Mr. Hartleib, had to do with the</p>	<p style="text-align: right;">Page 89</p> <p>1 position, yes. I believe I had a 2 retainer with Mr. Murphy and 3 Mr. Weiser, so I was a client, but 4 I believe that your clients will 5 believe that I was not. 6 BY MR. ROSENZWEIG: 7 Q. Was a pleading ever filed by Rob 8 Weiser or the Weiser Law Firm, in which they 9 name Michael Hartleib as a derivative 10 plaintiff in Sprint-Nextel litigation? 11 A. No. 12 Q. Was any filing ever made in a 13 public court context in which Rob Weiser or 14 the Weiser Law Firm represented Michael 15 Hartleib with respect to any corporation, 16 Sprint Nextel, or otherwise? 17 A. Absolutely. 18 Q. Okay. 19 And what would that be? 20 A. Ross-Williams. 21 Q. That wasn't my question. 22 A. I'm a shareholder, and their action 23 represents my interest. 24 Q. But you were not a named party?</p>

<p style="text-align: right;">Page 90</p> <p>1 A. That's not what you asked just now.</p> <p>2 Q. I think it is. But I'll go back</p> <p>3 and ask. It's fine.</p> <p>4 Did Rob Weiser or the Weiser Law</p> <p>5 Firm ever file a pleading with respect to any</p> <p>6 matter, Sprint Nextel, or otherwise, in which</p> <p>7 Michael Hartleib is a named party --</p> <p>8 A. I don't believe --</p> <p>9 Q. -- expressly named party?</p> <p>10 A. I don't believe so, no.</p> <p>11 Q. Okay.</p> <p>12 Is it your position that because</p> <p>13 the Weiser Law Firm and Rob Weiser filed an</p> <p>14 action with Monica Ross-Williams as a</p> <p>15 derivative plaintiff in the Sprint-Nextel</p> <p>16 matter, that that action, that derivative</p> <p>17 action, represented your interests and all</p> <p>18 the other shareholders of Sprint's interests</p> <p>19 because of its derivative nature?</p> <p>20 A. Poorly, but yes.</p> <p>21 Q. Subsequent to the conversations you</p> <p>22 had with Mr. Weiser about Sprint Nextel,</p> <p>23 which was subsequent to March 27th of 2009,</p> <p>24 did you have further conversations with</p>	<p style="text-align: right;">Page 92</p> <p>1 SiriusXM, or if we were having conversations</p> <p>2 about other cases or other things, and the</p> <p>3 SiriusXM thing came up.</p> <p>4 My recollection is that Mr. Weiser</p> <p>5 was recommended to me, and I reached out to</p> <p>6 him.</p> <p>7 Q. And he was not a stranger to you at</p> <p>8 that time --</p> <p>9 A. No.</p> <p>10 Q. -- because of your dealings in 2009</p> <p>11 with Mr. Murphy and regarding Sprint Nextel?</p> <p>12 A. Correct.</p> <p>13 Q. Okay.</p> <p>14 So let me turn your attention to</p> <p>15 Exhibit-5, which I am going to March as</p> <p>16 Hartleib-3.</p> <p>17 - - -</p> <p>18 (Whereupon, Email Dated June</p> <p>19 2, 2011, was marked as Exhibit</p> <p>20 Hartleib-3 for identification.)</p> <p>21 - - -</p> <p>22 BY MR. ROSENZWEIG:</p> <p>23 Q. Mr. Hartleib, it's a three-page</p> <p>24 document, although it is interesting at the</p>
<p style="text-align: right;">Page 91</p> <p>1 Mr. Weiser about the SiriusXM case?</p> <p>2 A. Yes, I believe so.</p> <p>3 Q. And what was that context, if you</p> <p>4 can recall?</p> <p>5 A. I believe we were -- we. I was</p> <p>6 looking --</p> <p>7 Q. Thank you.</p> <p>8 A. -- for -- I was looking for someone</p> <p>9 to bring an action against SiriusXM, and</p> <p>10 Mr. Weiser was referred by one of a myriad of</p> <p>11 attorneys I had spoken with to bring forth a</p> <p>12 case.</p> <p>13 Q. So okay.</p> <p>14 Did you then reach out to</p> <p>15 Mr. Weiser to engage in conversation about</p> <p>16 SiriusXM?</p> <p>17 A. I don't know. Mr. Weiser had</p> <p>18 reached out to me on several occasions,</p> <p>19 wishing me happy holidays, asking me about</p> <p>20 cases that he had commenced, or was going to</p> <p>21 commence.</p> <p>22 So, to answer your question, I</p> <p>23 don't know if I reached out to him. I think</p> <p>24 that's the recollection with regard to</p>	<p style="text-align: right;">Page 93</p> <p>1 bottom that two of the pages are labeled one,</p> <p>2 so there's a Page 1, a Page 1, and a Page 2.</p> <p>3 At the top, as part of a previous</p> <p>4 filing, it's 2, 3, and 4, but it is a</p> <p>5 three-page document in the exhibit binder</p> <p>6 that I am calling Hartleib-3 for the purposes</p> <p>7 of the deposition.</p> <p>8 Do you see that?</p> <p>9 A. Yes.</p> <p>10 Q. And can you take a look at all</p> <p>11 three pages, please. They're relatively</p> <p>12 short.</p> <p>13 A. (Witness complies.)</p> <p>14 Q. Okay?</p> <p>15 A. Yes.</p> <p>16 Q. We're going to start on Page 1 and</p> <p>17 the bottom of Page 1.</p> <p>18 MR. MERRIGAN: Which page?</p> <p>19 MR. ROSENZWEIG: The first</p> <p>20 Page 1. If you'd like, we can do</p> <p>21 Page 2 of 4 at the top.</p> <p>22 BY MR. ROSENZWEIG:</p> <p>23 Q. And I'd like you to look at the</p> <p>24 bottom email from Mr. Weiser to you,</p>

24 (Pages 90 - 93)

<p style="text-align: right;">Page 94</p> <p>1 Mr. Hartleib, June 1st, 2011, 1:59 a.m., 2 okay? 3 A. Yes. 4 Q. That simply says, "Subject 5 delivered email check." And it says, "Your 6 message was delivered to recipient." 7 Do you know what that is? 8 A. No. 9 Q. Okay. 10 Above it is an email from you to 11 Mr. Weiser, June 2nd, 2011, 6:59 p.m. The 12 subject is, "My Sirius Case." 13 Do you see that? 14 A. Yes. 15 Q. Okay. 16 Is that an email you sent to 17 Mr. Weiser on that date? 18 A. Yes. 19 Q. And the email says, and I quote, 20 "Rob, give me a call so that we can talk 21 about your thoughts on my case, as well as 22 the settlement in the antitrust suit. I did 23 make multiple demands on the board." 24 Did I read that correctly?</p>	<p style="text-align: right;">Page 96</p> <p>1 harmed in a myriad of ways by all the 2 exclusive content deals and exclusive OEM 3 deals the two companies engaged in, in 4 violation of their licensing mandate by the 5 FCC. 6 So, for example, the holiday season 7 comes along, people NASCAR fans. They spend 8 millions of dollar for radios to get XM, 9 because the XM has the exclusive contract for 10 NASCAR. 11 Come to find out, January 3rd or 12 4th, they lost the contract so all of those 13 folks that brought those -- that hardware for 14 their relatives that were NASCAR fans, they 15 were all useless to them. 16 The mandate was to prevent things 17 like that from happening. So the antitrust 18 suit would have encompassed al of those 19 things, and Sirius and XM's willful violation 20 of their licensing mandate from the Federal 21 Communications Commission. 22 Q. Thank you for that. 23 So to make it simple: The 24 antitrust suit, to which you refer,</p>
<p style="text-align: right;">Page 95</p> <p>1 A. Yes. 2 Q. Okay. 3 Mr. Hartleib, what antitrust suit 4 are you referring to -- or let me fix the 5 grammar of that. 6 To what antitrust suit do you 7 refer? 8 A. I'm thinking. I don't recall what 9 antitrust suit. I'm sure if there are 10 documents, it will refresh my recollection. 11 But an overview is that there was a 12 provision from the FCC, the Federal 13 Communications Commission, with regard to the 14 licensing mandate for both Sirius and XM 15 Satellite Radio. There were to be no 16 exclusive OEM deals. 17 They were to have an 18 interoperability man- -- there was an 19 interoperability mandate, meaning if one 20 system went down, the other provider would 21 have to provide coverage or service to the -- 22 their competitor. 23 The antitrust suit would have been 24 addressing these issues. Consumers were</p>	<p style="text-align: right;">Page 97</p> <p>1 specifically relates to SiriusXM? 2 A. I believe so, yes. 3 Q. Okay. 4 And, then, in this email, you ask 5 Rob to give you a call, and you talk about 6 your thoughts on -- I'm quoting you -- "your 7 thoughts on my case." 8 What do you mean by "my case"? 9 A. I'm assuming it has to do with the 10 prior exhibit we looked at whereby I filed a 11 pro se derivative/direct action against 12 SiriusXM. 13 Q. And let's just, once again, 14 establish for the record that that's 15 Exhibit-4 in my binder. I'm not marking 16 this. But that is a document, which you 17 identified as having been filed pro se by 18 you, and there is a statement stamp on the 19 first page that says, "New York County 20 Clerk's Office, March 8, 2011." 21 Okay? Am I correct in that? 22 A. Yes. 23 Q. And it's assigned Case Number 24 650606/11, which means 2011.</p>

25 (Pages 94 - 97)

<p style="text-align: right;">Page 98</p> <p>1 A. Yes.</p> <p>2 Q. Did I read that correctly?</p> <p>3 A. Yes.</p> <p>4 Q. Okay.</p> <p>5 And that is the suit to which</p> <p>6 you've just referred, right?</p> <p>7 A. I believe so, yes.</p> <p>8 Q. Okay. Got it.</p> <p>9 Why did you want to talk to</p> <p>10 Mr. Weiser about that case that you filed pro</p> <p>11 se?</p> <p>12 A. Because I needed help.</p> <p>13 Q. You were seeking his professional</p> <p>14 input or to explore whether he was interested</p> <p>15 in giving you professional input?</p> <p>16 A. Yeah, probably both, to see if he</p> <p>17 was interested in a case of his own, getting</p> <p>18 involved, his advice, yes, probably all of</p> <p>19 the above.</p> <p>20 Q. Okay.</p> <p>21 Mr. Hartleib, I'm going to now</p> <p>22 refer you to the third page of this exhibit,</p> <p>23 which I've marked as Hartleib-3, and it's the</p> <p>24 one that at the top says, "Page 4 of 4."</p>	<p style="text-align: right;">Page 100</p> <p>1 Sirius Case."</p> <p>2 A. I see that. I don't know what it</p> <p>3 means.</p> <p>4 Q. Okay.</p> <p>5 Then let's look at Page 3 of 4,</p> <p>6 which is the middle of the pages of --</p> <p>7 MR. MERRIGAN: Same tab.</p> <p>8 BY MR. ROSENZWEIG:</p> <p>9 Q. -- Hartleib-3. Right, that same</p> <p>10 tab.</p> <p>11 A. (Witness complies.)</p> <p>12 Q. This is an email from you to Rob</p> <p>13 Weiser, June 21st, 2011 3:03 a.m., quote,</p> <p>14 "Rob, that works. Old merger case withdrawn,</p> <p>15 converted to an individual claim, and then</p> <p>16 dismissed. This was after they offered me</p> <p>17 700K to go away. The case I sent you is</p> <p>18 pending. Yes, they were proper. Here is one</p> <p>19 of the older demands made."</p> <p>20 Do you see that?</p> <p>21 A. Yes.</p> <p>22 Q. Okay.</p> <p>23 And did you send that email to Rob</p> <p>24 Weiser?</p>
<p style="text-align: right;">Page 99</p> <p>1 MR. MERRIGAN: Five, Tab 5.</p> <p>2 MR. ROSENZWEIG: Tab 5.</p> <p>3 BY MR. ROSENZWEIG:</p> <p>4 Q. If you have any confusion about</p> <p>5 tabs, we'll go to tabs. But I have marked</p> <p>6 this as Hartleib-3 for the purposes of this</p> <p>7 deposition.</p> <p>8 A. I'm sorry, which page are you on?</p> <p>9 BY MR. ROSENZWEIG:</p> <p>10 Q. The third page, which is Page 4 of</p> <p>11 4 at the top, okay?</p> <p>12 A. Got it.</p> <p>13 Q. It's Monday, June 20th, 4:48 p.m.,</p> <p>14 from you to Rob Weiser. You say, "Rob, when</p> <p>15 are you available?"</p> <p>16 Is this a follow-up email to your</p> <p>17 email to Mr. Weiser of June 2nd?</p> <p>18 A. I don't know that for sure. Like I</p> <p>19 said, Rob and I have talked over the years</p> <p>20 about his cases, my cases, other cases. I</p> <p>21 don't know for sure.</p> <p>22 Q. The subject line says, "Re:</p> <p>23 Delivered," "Re: Delivered," that's Re, R-E,</p> <p>24 colon, Delivered, R-E colon Delivered, "My</p>	<p style="text-align: right;">Page 101</p> <p>1 A. Yes.</p> <p>2 Q. What -- to what do you refer when</p> <p>3 you say, quote, "old merger case withdrawn"?</p> <p>4 A. That was a case that was filed by</p> <p>5 Robbins Umeda & Fink in state court in New</p> <p>6 York.</p> <p>7 Q. Regarding SiriusXM?</p> <p>8 A. Regarding SiriusXM.</p> <p>9 Q. What does converted to an</p> <p>10 individual claim mean? What did you mean?</p> <p>11 Those are your words.</p> <p>12 A. This was the case that I testified</p> <p>13 to earlier with regard to Robbins Umeda &</p> <p>14 Fink whereby I had reached out to them</p> <p>15 because they had filed a case. As I</p> <p>16 testified, I did not remember if it was a</p> <p>17 derivative or a class action, but there was</p> <p>18 injunctive relief sought to block said case.</p> <p>19 We had several communications.</p> <p>20 They said, "We really want to talk to you.</p> <p>21 When can you meet us at our offices?"</p> <p>22 Subsequent to that, while I was</p> <p>23 trying to make arrangements with them and</p> <p>24 attend a hearing that was forthcoming for</p>

26 (Pages 98 - 101)

<p style="text-align: right;">Page 102</p> <p>1 injunctive relief, I did not receive any 2 phone calls in return. 3 I found out from Defense counsel 4 that a settlement had been reached in that 5 case, and they were no longer looking to 6 enjoin the merger. I decided that I was 7 going to object to the settlement. 8 The reference to the \$700,000 was I 9 received a phone call from an attorney to my 10 attorney at the time -- I had local counsel 11 in New York. There was a conference call had 12 whereby they offered me \$700,000 to withdraw 13 my objection. I turned it down. I felt as 14 though it would be selling out the class. It 15 was turned down. 16 Prior to -- I also found out that 17 the plaintiff in that case was the college 18 roommate of an attorney, Jeffrey P. Fink, who 19 didn't own a single share of stock. He 20 lacked standing, and he's representing my 21 seven-figure losses in the company. 22 I actually intervened in this case. 23 I did not file an objection. I intervened in 24 that case, informed the judge as to what had</p>	<p style="text-align: right;">Page 104</p> <p>1 And so in this 2011 timeframe, you 2 were still in communication with Mr. Weiser, 3 and in that context about his interest in 4 getting involved in some way in your already 5 filed pro se action? 6 A. Or filing an action of his own, 7 yes. 8 Q. Okay. 9 I'm going to turn your attention to 10 Tab 6, and I'm going to mark the documents in 11 Tab 6 as Hartleib-4. 12 - - - 13 (Whereupon, Email Dated August 14 31, 2011, was marked as Exhibit 15 Hartleib-4 for identification.) 16 - - - 17 MR. MERRIGAN: I want to make 18 sure, Phil, this is just one page? 19 MR. ROSENZWEIG: It's just one 20 page. 21 MR. MERRIGAN: Okay. You said 22 document, so I wanted to make sure 23 I wasn't missing something. 24 MR. ROSENZWEIG: Did I say it</p>
<p style="text-align: right;">Page 103</p> <p>1 transpired, and the Robbins Umeda & Fink firm 2 withdrew their Complaint, but prior to doing 3 so they converted it from a representative 4 suit, a class action, to an individual action 5 and then dismissed it the next day. 6 I did not understand what that 7 meant, why they did it at the time, but it's 8 my understanding the reason that they did it 9 is because on the docket now it looked as 10 though it was an individual case, and it 11 would make it much more difficult for me to 12 go after them for malpractice because the 13 case was no longer a representative suit. 14 But I don't know that for sure. 15 This is just my opinion. 16 Q. Okay. 17 So this all refers to SiriusXM. 18 A. Yes. 19 Q. And subsequent to all of that, 20 which you've just described, you, pro se, 21 filed the action, which we've identified, you 22 know, by your own hand against SiriusXM? 23 A. Yes. 24 Q. Okay.</p>	<p style="text-align: right;">Page 105</p> <p>1 with an "S"? 2 MR. MERRIGAN: Yeah. That's 3 fine. I just wanted to make sure 4 we're on the -- we had everything. 5 MR. ROSENZWEIG: Yeah, one 6 page. 7 BY MR. ROSENZWEIG: 8 Q. Okay. 9 Do you see that, Mr. Hartleib? 10 A. Yes. 11 Q. The first of the emails, the bottom 12 one, is from you to Rob Weiser with a copy to 13 David Sacks. 14 Do you see that? 15 A. Yes. 16 Q. Who's David Sacks? 17 A. A friend of mine. 18 Q. Why did you copy him on this email? 19 A. I don't know why. I mean, he's 20 copied on several correspondence. I mean, 21 he's just a good friend, and we run things by 22 each other. 23 Q. Is he a lawyer? 24 A. No, but he's very bright.</p>

27 (Pages 102 - 105)

<p style="text-align: right;">Page 106</p> <p>1 Q. Is he -- what is his profession?</p> <p>2 A. He's actually in the entertainment</p> <p>3 industry.</p> <p>4 Q. Okay.</p> <p>5 And where does he live, in what</p> <p>6 state?</p> <p>7 A. California.</p> <p>8 Q. Has he been involved in any</p> <p>9 litigation with you in any way, as either a</p> <p>10 co-plaintiff, or as co-party?</p> <p>11 A. No, but he's had many discussions</p> <p>12 with Robert Weiser and about entertainment</p> <p>13 projects and different things to that degree.</p> <p>14 Q. Okay.</p> <p>15 Nothing to do with litigation?</p> <p>16 A. He's had discussions with Rob</p> <p>17 regarding litigation as well. Nothing that</p> <p>18 he's personally involved in.</p> <p>19 Q. Okay.</p> <p>20 Discussions to which you were a</p> <p>21 party?</p> <p>22 A. Yes.</p> <p>23 Q. So you have had phone calls with</p> <p>24 Mr. Sacks and Rob Weiser and you?</p>	<p style="text-align: right;">Page 108</p> <p>1 Q. Okay.</p> <p>2 Was David Sacks involved in your</p> <p>3 Sirius state case?</p> <p>4 A. No.</p> <p>5 Q. Can you tell me specifically</p> <p>6 regarding this email why you copied</p> <p>7 Mr. Sacks?</p> <p>8 A. No.</p> <p>9 Q. No, you -- because you don't know?</p> <p>10 A. No, I don't know why.</p> <p>11 Q. Okay.</p> <p>12 A. I think that David found all of</p> <p>13 this very interesting from just an</p> <p>14 entertainment perspective, just very</p> <p>15 interesting in general, as to what was</p> <p>16 transpiring.</p> <p>17 Q. Okay.</p> <p>18 And Mr. Weiser responds</p> <p>19 August 31st, 2011, "I can't tonight. I have</p> <p>20 a dinner meeting." Correct?</p> <p>21 A. Yes.</p> <p>22 Q. Did you ever have a conversation</p> <p>23 with Mr. Weiser about the Sirius state case?</p> <p>24 A. Many.</p>
<p style="text-align: right;">Page 107</p> <p>1 A. Yes.</p> <p>2 Q. Okay.</p> <p>3 In this timeframe?</p> <p>4 A. Yes.</p> <p>5 Q. So August of 2011-ish?</p> <p>6 A. I don't know specific dates, but,</p> <p>7 yes.</p> <p>8 Q. In this August 31st, 2011 email</p> <p>9 from you to Rob Weiser with a copy to</p> <p>10 David Sacks, you say, quote, "Rob, we need to</p> <p>11 talk about you coming in on my Sirius state</p> <p>12 case. This federal case was taken from my</p> <p>13 case, which was filed first. Kahn Swick with</p> <p>14 work with us as I am providing all of the</p> <p>15 research. Call me ASAP."</p> <p>16 Did I read that correctly?</p> <p>17 A. Yes.</p> <p>18 Q. Okay.</p> <p>19 Your first sentence says, "Rob, we</p> <p>20 need to talk about" -- is the "we" you and</p> <p>21 rob?</p> <p>22 A. Right.</p> <p>23 Q. Does it involve David Sacks?</p> <p>24 A. No.</p>	<p style="text-align: right;">Page 109</p> <p>1 Q. Okay.</p> <p>2 Did Mr. Weiser ever agree to</p> <p>3 represent you or your interest in that case?</p> <p>4 A. No, not to my knowledge, but -- not</p> <p>5 to my knowledge.</p> <p>6 Q. Okay.</p> <p>7 I'd like to turn your attention to</p> <p>8 7 -- it's Tab 7.</p> <p>9 MR. ROSENZWEIG: I'm going to</p> <p>10 mark it as Hartleib-5.</p> <p>11 - - -</p> <p>12 (Whereupon, Email Dated</p> <p>13 February 16, 2012, was marked as</p> <p>14 Exhibit Hartleib-5 for</p> <p>15 identification.)</p> <p>16 - - -</p> <p>17 BY MR. ROSENZWEIG:</p> <p>18 Q. It is a one-page document --</p> <p>19 A. Yes.</p> <p>20 Q. -- an email from you, Mr. Hartleib,</p> <p>21 to Rob Weiser, again, copied to</p> <p>22 David Sacks --</p> <p>23 A. Yes.</p> <p>24 Q. -- February 16, 2012, 1:40:08 p.m.</p>

28 (Pages 106 - 109)

<p style="text-align: right;">Page 110</p> <p>1 EST, correct?</p> <p>2 A. Yes.</p> <p>3 Q. And you say to Mr. Weiser, quote,</p> <p>4 "Rob, are we going to do business together or</p> <p>5 what? You never called us back after we</p> <p>6 tried to six times to reach you. David and I</p> <p>7 need to make some money, so that we can buy</p> <p>8 you a new phone!"</p> <p>9 Okay. Do you see that?</p> <p>10 A. Yes.</p> <p>11 Q. Did I read it accurately?</p> <p>12 A. Yes.</p> <p>13 Q. Okay.</p> <p>14 Tell me, Mr. Hartleib, what you</p> <p>15 meant by, "Are we going to do some business</p> <p>16 together, or what?"</p> <p>17 A. Okay.</p> <p>18 It's going to be a long answer.</p> <p>19 Q. Answer the question, please.</p> <p>20 A. So having uncovered the problems</p> <p>21 with derivative litigation, and after I</p> <p>22 uncovered the fact that Jeffrey Fink was</p> <p>23 using a college roommate that lacks standing,</p> <p>24 that didn't own a single share of stock to</p>	<p style="text-align: right;">Page 112</p> <p>1 harmed the corporation for the least amount</p> <p>2 of money.</p> <p>3 In that scenario, Defense counsel</p> <p>4 is somewhat complicit in the problems with</p> <p>5 regard to derivative litigation whereby they</p> <p>6 seek these firms, they don't object to these</p> <p>7 firms becoming lead plaintiff or lead firms</p> <p>8 in these derivative actions because they have</p> <p>9 a reputation to settle for nothing more than</p> <p>10 a illusory reforms or near illusory reforms</p> <p>11 for nothing more than attorney fees.</p> <p>12 So, for example, \$31 billion in</p> <p>13 losses and write-downs in Sprint. If</p> <p>14 those -- that DNO insurer can get out of a</p> <p>15 case and extinguish \$31 billion in liability</p> <p>16 for several million dollars in attorneys</p> <p>17 fees, that's a win for the carrier, that's a</p> <p>18 win for Defense counsel, that's a win for the</p> <p>19 executives, that's a win for Plaintiff's</p> <p>20 counsel. The only parties that lose with are</p> <p>21 the corporation and its shareholders</p> <p>22 derivatively.</p> <p>23 This is at the time when I was</p> <p>24 learning about the whole system, what was</p>
<p style="text-align: right;">Page 111</p> <p>1 represent my seven-figure loss, I realized</p> <p>2 there was something wrong or broken with the</p> <p>3 system.</p> <p>4 I thought that having real</p> <p>5 Plaintiffs that have lost substantial sums of</p> <p>6 money would be better representatives of the</p> <p>7 corporation, seek real redress, real reform,</p> <p>8 and I couldn't understand why firms used</p> <p>9 non-qualified Plaintiffs or Plaintiffs with</p> <p>10 ten shares of stock or things such as that.</p> <p>11 I had thought at the time that with</p> <p>12 my network and people that I know that have</p> <p>13 large investments, that there could be a</p> <p>14 business model to put real Plaintiffs with</p> <p>15 substantial holdings in connection with law</p> <p>16 firms in representative cases. These things</p> <p>17 were discussed with Rob and others.</p> <p>18 Unfortunately, it wasn't determined</p> <p>19 until several years later that that isn't</p> <p>20 necessarily in all parties' best interests.</p> <p>21 I -- we have now something that I call a race</p> <p>22 to the bottom. We have firms that get a</p> <p>23 reputation for providing the broadest breadth</p> <p>24 indemnification for the executives that have</p>	<p style="text-align: right;">Page 113</p> <p>1 wrong with the system, and thinking of ways</p> <p>2 that the system could be reformed and fix</p> <p>3 some of the shortcomings within the system</p> <p>4 itself.</p> <p>5 Q. And your view in this timeframe, as</p> <p>6 you're thinking about those issues, is that</p> <p>7 Rob Weiser and the Weiser Law Firm is still</p> <p>8 a -- or are still, respectively, a lawyer and</p> <p>9 law firm with whom you would like to do</p> <p>10 business?</p> <p>11 A. Yes.</p> <p>12 Q. And is that because, to your</p> <p>13 understanding at the time, Rob Weiser and the</p> <p>14 Weiser Law Firm had a high reputation for</p> <p>15 being not only very good at what they did but</p> <p>16 having high ethical standards?</p> <p>17 MR. MERRIGAN: Objection to</p> <p>18 the form.</p> <p>19 But you can answer.</p> <p>20 THE WITNESS: I don't know</p> <p>21 that I knew all of that. I just</p> <p>22 knew that we had a good rapport</p> <p>23 with Rob Weiser. He seemed smart.</p> <p>24 He seemed like he was one of the</p>

29 (Pages 110 - 113)

<p style="text-align: right;">Page 114</p> <p>1 good guys. He got it. He agreed 2 with our concerns. 3 Look, you have to understand, 4 as a shareholder who's lost 5 tremendous amounts of money, I want 6 to be made whole, right. I want 7 other shareholders to be made 8 whole. 9 You see my attempt to file a 10 derivative, in one of the exhibits, 11 a derivative/direct action. 12 I didn't even understand in 13 the beginning that I couldn't be 14 made whole, like, it's not a good 15 situation for investors that lose a 16 lot of money. A derivative goes 17 become to the corporation, you get 18 pennies on the dollar reflected in 19 your share price, right? 20 A direct action is nearly 21 impossible. You can't file a 22 direct action because your damages 23 are the same as all the other 24 shareholders, so it has to be a</p>	<p style="text-align: right;">Page 116</p> <p>1 know, \$400 million from the corporation, you 2 can go after those executives, claw back that 3 money, that money goes back into the corp 4 coffer, shareholders benefit because the 5 shareholders benefit because the money goes 6 back into the corporate coffers. 7 Q. Right. 8 But that's for an affirmative bad 9 act of an officer or a director, as opposed 10 to a bad deal that results in massive 11 shareholder diminution of value, correct? 12 A. Yes. 13 Q. Okay. 14 Let's look at D-8, could we, 15 please, also a one-page document, which I'm 16 going to mark as Hartleib-6. 17 A. (Witness complies.) 18 - - - 19 (Whereupon, Email Dated May 20 24, 2016, was marked as Exhibit 21 Hartleib-6 for identification.) 22 - - - 23 BY MR. ROSENZWEIG: 24 Q. By the way, just as an aside, as</p>
<p style="text-align: right;">Page 115</p> <p>1 class action, et cetera, et cetera. 2 This was all during the period 3 of time when I was naive, green, 4 and still learning. 5 BY MR. ROSENZWEIG: 6 Q. And you didn't have an 7 understanding or have since developed an 8 understanding that a class action is the 9 mechanism through which shareholders can 10 theoretically obtain the loss of value of 11 their shares as a result of the bad acts of 12 whomever? 13 A. Yes, but you know that's not 14 possible because you get pennies on the 15 dollar. 16 Q. But that is the means by which, the 17 mechanism by which actual damages are sought, 18 as opposed to a derivative action which seeks 19 corporate reform and governance changes and 20 other protective measures from the board of 21 said corporation. 22 A. Not entirely true. You can seek 23 monetary damages as well with regard to 24 derivative. If the executive stole, you</p>	<p style="text-align: right;">Page 117</p> <p>1 we're talking about Mr. Sacks, have you ever 2 worked for Mr. Sacks? 3 A. No. 4 Q. Have you ever worked for a company 5 that is owned by Mr. Sacks? 6 A. No. 7 Q. Is Mr. Sacks involved in the Avance 8 clinical trials business? 9 A. Yes. 10 Q. In what capacity? 11 A. As a consultant. 12 Q. Paid by Avance for -- 13 A. No. 14 Q. Not paid? 15 A. No. 16 Q. Is he an officer or director of 17 Avance? 18 A. No. 19 Q. And does he have an ownership 20 interest in Avance? 21 A. No. 22 Q. Okay. 23 Did you introduce Mr. Sacks to 24 Mr. --</p>

30 (Pages 114 - 117)

Page 118	Page 120
<p>1 A. I believe so, yes.</p> <p>2 Q. Okay.</p> <p>3 Let's look at Hartleib-6, if you</p> <p>4 could. It's a one-page document.</p> <p>5 A. (Witness complies.)</p> <p>6 Q. Are you there? It's Tab 8.</p> <p>7 A. Right. I'm here.</p> <p>8 Q. Okay.</p> <p>9 Just take a look at this to quickly</p> <p>10 acquaint yourself with it.</p> <p>11 A. (Witness reviews document.)</p> <p>12 Q. Okay?</p> <p>13 A. Yes.</p> <p>14 Q. An email from you, Mr. Hartleib, to</p> <p>15 Rob Weiser, copied to Mr. Sacks, May 24th,</p> <p>16 2016, 2:55 a.m., right?</p> <p>17 A. Yes.</p> <p>18 Q. Quote, "Rob, are you going to lose</p> <p>19 either" -- I'm sorry, strike that. I'll read</p> <p>20 it more capably.</p> <p>21 Quote, "Rob, you are going to lose</p> <p>22 either with the Honorable Vano or on appeal!</p> <p>23 You must not have thought that anyone would</p> <p>24 read these proposed, 'reforms' or that anyone</p>	<p>1 break?</p> <p>2 MR. ROSENZWEIG: Sure. By all</p> <p>3 means.</p> <p>4 - - -</p> <p>5 (Whereupon, there was a brief</p> <p>6 recess held off the record at</p> <p>7 p.m.)</p> <p>8 - - -</p> <p>9 (Back on the record</p> <p>10 p.m.)</p> <p>11 - - -</p> <p>12 BY MR. ROSENZWEIG:</p> <p>13 Q. While you're having communications</p> <p>14 with Rob Weiser, subsequent to March 27th of</p> <p>15 2009, which is that email from Bruce Murphy</p> <p>16 to you, and all the way up through, let's</p> <p>17 say, 2012 or 2013 where I've shown you</p> <p>18 emails, certainly through 2012, did you</p> <p>19 discuss cases other than SiriusXM with</p> <p>20 Rob Weiser?</p> <p>21 A. I believe so, yes.</p> <p>22 Q. Okay.</p> <p>23 And what was your intention in</p> <p>24 discussing those cases with him?</p>
Page 119	Page 121
<p>1 would take a hard look at the standing issue.</p> <p>2 You really should have been more diligent."</p> <p>3 Can you tell me the context in</p> <p>4 which you sent that email? You seem to be</p> <p>5 struggling.</p> <p>6 A. I'm not struggling. I mean, the</p> <p>7 context is pretty clear. I'm not happy with</p> <p>8 the reforms, and I don't think a proper job</p> <p>9 was done.</p> <p>10 Q. Okay.</p> <p>11 But it doesn't refer to the matter.</p> <p>12 So does this email relate to the</p> <p>13 Sprint-Nextel case?</p> <p>14 A. Yes.</p> <p>15 Q. Okay.</p> <p>16 And why did you copy David Sacks on</p> <p>17 this email?</p> <p>18 A. No reason. I just -- he's -- like</p> <p>19 I said, he's a very smart guy. I keep him</p> <p>20 apprised of some of the things that I'm</p> <p>21 doing.</p> <p>22 Q. Okay.</p> <p>23 MR. MERRIGAN: Now would be a</p> <p>24 good time to take a brief restroom</p>	<p>1 A. To see if he was interested in</p> <p>2 filing. Like there are a lot of times where</p> <p>3 I see injustice, or I have a grievance with</p> <p>4 the corporation, or they aren't doing</p> <p>5 something properly, consumers are being</p> <p>6 harmed, shareholders are being harmed, and I</p> <p>7 believe something should be done about it.</p> <p>8 Q. Okay.</p> <p>9 And did Rob Weiser or the Weiser</p> <p>10 Law Firm ever take you up on any of these</p> <p>11 possible cases, and represent your interests</p> <p>12 with respect to them?</p> <p>13 A. I don't know, because I don't know</p> <p>14 all the cases that he's filed. I know that</p> <p>15 he's filed several cases, Sprint being one</p> <p>16 that I brought to his attention. I know that</p> <p>17 there were others as well. Are you asking me</p> <p>18 if he ever filed a case, in which I was the</p> <p>19 plaintiff or the representative?</p> <p>20 Q. That was my next question. So, no.</p> <p>21 But you've -- have you finished</p> <p>22 answering?</p> <p>23 A. Yes.</p> <p>24 Q. Okay.</p>

31 (Pages 118 - 121)

<p style="text-align: right;">Page 122</p> <p>1 Did Rob Weiser or the Weiser Law 2 Firm ever sign an engagement letter with you 3 or a retainer agreement, with respect to any 4 class action or derivative shareholders 5 litigation in which they were going to 6 represent you as a named party in this case? 7 A. No, I don't believe so. 8 Q. Okay. 9 Did the Weiser Law Firm decline any 10 request that you made to represent you in 11 your individual capacity, with respect to any 12 litigation from the time of the March 27th, 13 2009 email from Bruce Murphy all the way 14 through, let's say, 2016? 15 A. Well, clearly Sprint. 16 Q. Any others? 17 A. Not that I'm aware, no. I mean, do 18 you want to rephrase the question? 19 Q. Well, I asked the question that I 20 wanted you to answer. I think you've 21 answered it. 22 A. Okay. 23 Q. Okay. 24 Did you ever engage in any business</p>	<p style="text-align: right;">Page 124</p> <p>1 person, other than at his deposition several 2 months ago? 3 A. Yes. 4 Q. And when did you meet Rob Weiser in 5 person? 6 A. I believe it was at the Equifax 7 hearing. 8 Q. In court? 9 A. In court. 10 Q. Do you recall approximately when 11 that was? 12 A. No, but it will be in the 13 pleadings. 14 Q. Okay. 15 Other than that instance, had you 16 ever meet Mr. Weiser in person? 17 A. No. 18 Q. All conversations, therefore, with 19 Mr. Weiser were by telephone? 20 A. Yes. 21 Q. Other than whatever communication 22 you may have had with him in court in a 23 hearing with Equifax. 24 A. The conversation with Mr. Weiser in</p>
<p style="text-align: right;">Page 123</p> <p>1 transaction with the Weiser Law Firm or 2 Rob Weiser at any point in time, other than 3 what you've testified about your belief with 4 Mr. Murphy regarding Sprint Nextel? 5 A. No. 6 Q. Did you ever engage in any legal 7 representation by the Weiser Law Firm or 8 Rob Weiser, other than what you've already 9 testified about regarding Mr. Murphy and 10 Sprint Nextel? 11 A. By "legal representation," you mean 12 any kind of formal pleading, or -- is that 13 what you're saying? 14 Q. Did the Weiser Law Firm or 15 Rob Weiser ever represent you in a named 16 individual capacity regarding any matter, 17 whatsoever, for as long as time has existed, 18 other than your assertion with respect to 19 Mr. Murphy and Sprint Nextel? 20 A. No. 21 Q. Did you discuss with Rob Weiser in 22 any phone conversation or -- well, let me 23 strike that. 24 Have you ever met Rob Weiser in</p>	<p style="text-align: right;">Page 125</p> <p>1 the Equifax was not part of the hearing. It 2 was outside in the lobby area. I introduced 3 myself. It's the first time that I had met 4 him in person. 5 Q. And the only time you had met him 6 in person until he was deposed in the context 7 of this case a few months ago? 8 A. Yes. 9 Q. Okay. 10 So whenever we're referring to 11 conversations, unless you specifically are 12 telling me that it was in the hallway outside 13 of the Equifax hearing, would have been by 14 telephone between you and Mr. Weiser, fair? 15 A. Correct. 16 Q. Okay. 17 So did you ever have a phone 18 conversation with Mr. Weiser in which you 19 proposed a business arrangement where he -- 20 he or the Weiser Law Firm would retain your 21 services as a referral source for either 22 class actions or derivative shareholder 23 claims? 24 A. I don't know that we ever got that</p>

32 (Pages 122 - 125)

<p style="text-align: right;">Page 126</p> <p>1 nuanced or that specific. But I previously 2 testified to the problems with derivative 3 litigation and had suggested that there's got 4 to be a better way to do things. So we 5 talked about that situation. We talked about 6 legislative reform. He knew my concerns. 7 Rob was a big proponent stating 8 that my concerns may take legislative reform, 9 something that I testified to earlier, 10 something, I think, needs to be done. 11 I don't know that we ever got that 12 nuanced to having a deal on the table, per 13 se, but we did talk about a service that 14 could be -- a company or a service that could 15 be enabled or put together that would put 16 investors with large losses together with law 17 firms. 18 Q. Okay. 19 And that you would be involved in 20 such an endeavor? 21 A. Yeah, I didn't have a problem. I 22 would be involved in that. 23 Q. And that you would expect some kind 24 of compensation for your role in that?</p>	<p style="text-align: right;">Page 128</p> <p>1 a consultancy in the -- with the construct 2 that you yourself described earlier? 3 A. Right. There were several -- there 4 were many discussions about the problems with 5 derivative litigation as a whole, and why is 6 it this way. Like I said, it wasn't until 7 later that I found out that nobody really 8 wants to fix it because everybody benefits, 9 except the corporation and the shareholders. 10 I don't -- I know that your client 11 has thrown numbers around and suggested that 12 I made certain statements and certain things. 13 I have no recollection of any -- any 14 definitive numbers or any kind of detailed 15 discussions that even got to that point. 16 We couldn't even get past -- you 17 know, my concern was that whatever would have 18 to be done has to be completely ethical, 19 especially given my ongoing crusade to expose 20 what I consider to be fraud, and that's rife 21 throughout derivative litigation, whereby 22 what I experienced in the Sirius case with a 23 plaintiff representing my interest that 24 didn't even own the stock.</p>
<p style="text-align: right;">Page 127</p> <p>1 A. Yeah. We never got to that, but 2 yes. 3 Q. Okay. 4 Did you ever communicate with Rob 5 that you had an expectation of a certain 6 amount of money on a monthly basis? 7 A. No. 8 Q. Did you ever discuss with 9 Rob Weiser -- and, again, we're talking about 10 these phone conversations over the course of 11 time -- 12 A. Right. 13 Q. -- which, you know, we could say 14 began or may have began in March of 2009, 15 and, now, I'm taking you up to -- you know, 16 up to 2016, let's say, did you ever make a 17 request of Mr. Weiser or the Weiser Law Firm 18 for a specific amount of money as a monthly 19 retainer for your services? 20 A. No. 21 Q. And did you ever discuss with 22 Mr. Weiser what your expectations would be if 23 you were working with the Weiser Law Firm and 24 Mr. Weiser regarding -- I'll call it broadly</p>	<p style="text-align: right;">Page 129</p> <p>1 This seems to be a common theme 2 throughout the plaintiff's bar with regard to 3 derivative litigation. 4 Q. And that plaintiff who didn't even 5 own stock was represented by what firm? 6 A. Robbins Umeda & Fink. 7 Q. Okay. 8 And not the Weiser firm? 9 A. No. 10 Q. Okay. 11 So can you recall any other terms 12 or conditions or aspects of a construct that 13 you and Rob Weiser discussed regarding a 14 potential business relationship between you 15 and either Mr. Weiser or the Weiser Law Firm? 16 A. No. The only thing that I recall 17 is that Rob said that he was going to -- he 18 was going to take the ideas or suggestions, 19 and run them by an ethics attorney to make 20 sure that anything being proposed because it 21 was my concern, especially given this whole 22 paid plaintiff scenario, that whatever is 23 done has to be ethical and proper. 24 Like I said, early on, before I</p>

33 (Pages 126 - 129)

<p style="text-align: right;">Page 130</p> <p>1 even knew what a derivative lawsuit was, I 2 didn't know that I couldn't be made whole in 3 a case where I lost a substantial amount of 4 money. There's no vehicle for a shareholder 5 to be made whole, you know, once he's loss a 6 tremendous amount of money from the 7 malfeasance of officers and directors. 8 I didn't even realize that until 9 years or -- you know, until I educated myself 10 more, I didn't even realize that that was how 11 things worked. 12 Q. At some point in time, 13 Mr. Hartleib, you were no longer interested 14 in Mr. Weiser or the Weiser Law Firm 15 representing your interests as a named party 16 in derivative actions; is that fair? 17 A. Up until what point? 18 Q. So up -- let's say you were 19 interested in pursuing some kind of a 20 business and/or legal relationship with Rob 21 Weiser or the Weiser Law Firm from March of 22 2009 through just before the Sprint 23 derivative settlement; is that fair? 24 A. Yeah, I guess that would be a fair</p>	<p style="text-align: right;">Page 132</p> <p>1 my trading statements to verify my holdings. 2 I've never seen those from Ross-Williams. 3 Q. Okay. 4 Nor necessarily would you, correct? 5 A. You would think I would in 6 depositions and through discovery, but I 7 didn't. 8 Q. Okay. 9 Well, do you know if you ever asked 10 to see them? 11 A. I don't know. I don't know. 12 Q. Okay. 13 And Monica Ross-Williams herself 14 was deposed in this case, was she not? 15 A. Yes. 16 Q. Okay. 17 By your counsel? 18 A. Yes. 19 Q. Okay. 20 So it was at or around the point in 21 time that the Sprint-Nextel settlement was 22 proffered, that you became upset with the 23 nature and scope of that proposed settlement; 24 is that fair?</p>
<p style="text-align: right;">Page 131</p> <p>1 statement. I don't know the timelines that 2 those discussions happened. There were 3 several. I don't recall the dates that those 4 discussions happened. 5 I would say up until the point of 6 the settlement in Sprint where I was 7 disappointed with the settlement, I didn't 8 have any issues up until, I guess, that 9 point. 10 Q. And at the time of the 11 Sprint-Nextel derivative named plaintiff was 12 Monica Ross-Williams, correct? 13 A. Correct. 14 Q. And did you come to understand that 15 she was, in fact, a shareholder of Sprint? 16 A. I believe through depositions and 17 such it was determined that she was a 18 shareholder, although I think it was a very 19 nominal number of shares. I don't know that 20 for sure. I never saw a trading statement. 21 I never saw -- 22 When I was asked to sign the 23 retainer with Bruce Murphy and your client, 24 one of the things that they wanted was all of</p>	<p style="text-align: right;">Page 133</p> <p>1 A. Yes. 2 Q. And what was the nature of your 3 unhappiness with that proposed settlement? 4 A. Short version or long version? 5 Q. Whatever version you want to give 6 me that answers my question. 7 A. Well, so I previously testified to 8 a write-down of 31 billion of a \$33 billion 9 deal. Executives walked away with hundreds 10 of millions, I think, combined, over a 11 hundred million dollars in golden parachutes. 12 Mr. Forsee had the audacity after 13 driving the company into the ground, former 14 CEO of Sprint, to appoint himself 15 co-two-position executive. He fired the CFO, 16 appointed himself CFO, as well as being CEO, 17 right before he was removed from the board 18 without cause, and received two golden 19 parachutes not one. Outrageous. 20 The case that was filed was a very 21 good case. I helped provide the information 22 for that case. That case was to claw back 23 millions of dollars from the executives for 24 their malfeasance and damage to the company.</p>

34 (Pages 130 - 133)

<p style="text-align: right;">Page 134</p> <p>1 For whatever reason, your client 2 decided to jettison all of those valid 3 claims, and settle for what is tantamount to 4 lipstick on a pig. Corporate governance 5 reform is really meaningless. 6 Judge Vano even acknowledged that 7 it was nearly meaningless, but he was wrong 8 with the part that he thought gave some value 9 to shareholders because it wasn't even the 10 same corporation. It was owned by SoftBank. 11 So the settlement was entirely meaningless, 12 and did nothing for the shareholders, 13 whatsoever, absolutely nothing. 14 It's unfortunate because there were 15 very valid claims in that suit that I would 16 have loved to have seen moneys clawed back 17 from the executives. That was the intent of 18 this suit, amongst others, was to claw back 19 money from the executives. 20 I was disappointed with the 21 settlement, because it did nothing to help 22 redress the damage to the corporation or its 23 shareholders derivatively. 24 Q. Okay.</p>	<p style="text-align: right;">Page 136</p> <p>1 I didn't understand how just merely 2 looking at the documents provided any relief 3 in billing for that document review, provided 4 any relief to the corporation. 5 So it was the benefits of the 6 settlement, which I deemed meaningless to the 7 corporation, and the size of the attorney fee 8 request, which I believe disproportionate to 9 the relief obtained -- to be disproportionate 10 to the relief obtained. 11 Q. In gross numbers, meaning, just in 12 the overall numbers themselves? 13 A. The case was stayed for like the 14 entire duration. The pendency of the case, 15 it was stayed. How do you run up a 16 \$4.5 million bill on a stayed case. 17 Q. So it was your belief that during a 18 case being stayed that discovery document 19 review legal work is not performed? 20 MR. MERRIGAN: Objection. 21 But you can answer. 22 THE WITNESS: It's my 23 understanding this in this case an 24 agreement was reached with Defense</p>
<p style="text-align: right;">Page 135</p> <p>1 And what you just described to me, 2 was that the basis on which you attacked the 3 settlement? 4 MR. MERRIGAN: Object to form. 5 But you can answer. 6 THE WITNESS: Yes. Yes. Yes. 7 Amongst other things, yes. 8 BY MR. ROSENZWEIG: 9 Q. And what were the other things? 10 A. I thought that in derivative 11 litigation attorneys fees have to be 12 commensurate with the relief obtained. The 13 relief obtained was, like I said, 14 meaningless, in my opinion. In Judge Vano's 15 opinion, it was 99 percent meaningless, I 16 believe he testified to or ruled to. 17 The other issue that I had were the 18 attorneys fees. I felt as though the fees 19 were not commensurate with the relief 20 obtained. I didn't understand how someone 21 could review documents, millions of 22 documents, which lead to no discovery, 23 additional discovery, not a single deposition 24 was taken.</p>	<p style="text-align: right;">Page 137</p> <p>1 counsel to allow discovery from the 2 Robbins Geller firm in the 3 class-action case to share said 4 discovery with the firms, including 5 your client's firm, in the 6 derivative litigation. 7 It's my understanding the 8 agreement was reached to allow 9 review of that discovery to 10 continue during the pendency of the 11 stay. I don't know that for sure, 12 but that's my understanding. 13 BY MR. ROSENZWEIG: 14 Q. Okay. 15 Which means that millions of 16 documents were being reviewed during the 17 pendency of the stay? 18 A. Yes. 19 Q. Okay. 20 A. But led to no additional discovery 21 or no new information. Not a single 22 deposition. 23 Q. I understand that's the rest of 24 your answer, but that, in fact, millions of</p>

35 (Pages 134 - 137)

<p style="text-align: right;">Page 138</p> <p>1 documents were reviewed during the pendency 2 of the stay, so that legal time and resources 3 of lawyers and document reviewers, and what 4 have you, was spent in that timeframe? 5 A. Yes, but, unfortunately, you don't 6 get a bill for that if it's not commensurate 7 with the relief obtained in the settlement. 8 Q. Okay. 9 Well, is that your overall view, 10 your overall personal view, or is that based 11 upon -- 12 A. The law. 13 Q. Okay. 14 So your -- that's your opinion of 15 the law? 16 A. I think it's Judge Vano, and I 17 think it's the opinion of -- I think it's -- 18 Q. There are lots and lots and lots of 19 derivative cases across the country where 20 things are approved, and lots of other cases 21 where judges write opinions. I'm not asking 22 you to be the collective resource for all of 23 that, but, you know, you're also not a 24 lawyer, correct?</p>	<p style="text-align: right;">Page 140</p> <p>1 Q. And you thought it appropriate to 2 contact her directly? 3 A. So did the Courts. 4 Q. Okay. 5 And, well, that's your opinion of 6 what the Court said. But what -- 7 MR. MERRIGAN: Objection. 8 BY MR. ROSENZWEIG: 9 Q. What did you discuss -- did you 10 call Monica Ross-Williams? 11 A. Yes. 12 Q. And what did you discuss with 13 Monica Ross-Williams? 14 A. Her case. 15 Q. In Sprint Nextel? 16 A. Yes. 17 Q. What did you specifically ask her? 18 A. If she had seen Judge Vano's 19 ruling. 20 Q. Okay. 21 And did she respond to you? 22 A. Yes. 23 Q. What did she say? 24 A. "Who are you?"</p>
<p style="text-align: right;">Page 139</p> <p>1 A. No. 2 Q. Okay. 3 A. I mean, yes, I'm not a lawyer. 4 Q. Fair enough. 5 In the context of the Sprint 6 derivative litigation, did you contact Monica 7 Ross-Williams? 8 A. Yes. 9 Q. What was the purpose for you 10 contacting Monica Ross-Williams? 11 A. To find out who's representing my 12 interest, as well as the interest of the 13 corporation. 14 Q. Well, how would Monica 15 Ross-Williams be able to tell you that? 16 A. She's the plaintiff. 17 Q. What does that have to do with your 18 interests? 19 A. She's representing my interest, 20 albeit derivatively. 21 Q. She is a named plaintiff being 22 represented by counsel, correct? 23 A. She's a representative plaintiff. 24 That's her duty and her job.</p>	<p style="text-align: right;">Page 141</p> <p>1 Q. Okay. 2 And how about this, rather than me 3 taking you through every back and forth, can 4 you tell me what you said to 5 Monica Ross-Williams and what she said back 6 to you in the context of that conversation? 7 Was it a single conversation? 8 A. Yes. 9 Q. Okay. 10 So in the context of that single 11 conversation, can you relate to me what you 12 said and what she said? 13 A. So I obtained her number by doing a 14 Google search. I reached out. She answered 15 right away. She was, I believe, three hours 16 ahead, so it was in the evening. 17 I introduced myself as Michael 18 Hartleib. I told her that I was a large 19 shareholder in Sprint, and had concerns about 20 what was happening in her case. 21 She was wholly uninformed. She had 22 no knowledge of Judge Vano's scathing ruling, 23 either ruling. She was not aware that an 24 appeal had been filed on her behalf. She</p>

36 (Pages 138 - 141)

<p style="text-align: right;">Page 142</p> <p>1 continued to refer to herself as the 2 defendant. I know that I did that mistakenly 3 as well, but I explained to her that, no, she 4 was actually the plaintiff. 5 She said that I should be talking 6 to her lawyers. 7 I said that I would, but I believe 8 that they were entire corrupt in this case. 9 Q. Okay. 10 And did you say the words "corrupt" 11 to her? 12 A. I did. She said, that's my 13 opinion. 14 And I said, "No, actually, it's 15 Judge Vano's opinion." 16 Q. Okay. 17 Where in Judge Vano's opinion did 18 he say that the lawyers were corrupt? 19 A. Several places. He said that there 20 was nothing believable or credible about any 21 of the veracity of any of their billing. 22 Q. Where did Judge Vano say they were 23 corrupt? 24 A. I just told you.</p>	<p style="text-align: right;">Page 144</p> <p>1 what she said. 2 A. Well, I'm going from recollection. 3 Q. I understand. 4 A. And, then, I believe she said that 5 that's my opinion. 6 And I said, "No, ma'am, it's 7 Judge Vano's opinion. Have you seen his 8 ruling?" 9 She said, "No." 10 I said, "I will be happy to send it 11 to you," whereby she provided an email 12 address that wasn't listed online, which I 13 sent her the two rulings from Judge Vano, 14 which, I believe, she received the following 15 day because it was after 12, midnight, by the 16 time that email -- I was able to get those 17 emails out, so it would have been 18 o'clock my final, but it was already 19 12:00 o'clock her time. 20 Q. Okay. 21 Did you have further conversation 22 with her in that regard? 23 A. That was the only conversation that 24 I had with her.</p>
<p style="text-align: right;">Page 143</p> <p>1 Q. Okay. 2 Did Judge Vano use the word, 3 "corrupt"? 4 A. I don't recall if he used the word, 5 "corrupt," but the fact of the matter is he 6 affirmed that there was nothing credible or 7 believable with any of their billing. 8 Q. Okay. 9 And "corrupt" is your word and your 10 characterization of what occurred? 11 A. I think I have a good faith basis 12 for coming to that conclusion. In fact, it 13 was affirmed fraud had taken place by the 14 appellate court. 15 The chief justice said, 16 "Mr. Hartleib, we can all agree that fraud 17 has taken place in this case, at least with 18 regard to the billing." 19 So I don't know what else one would 20 need to determine that there were corrupt 21 actions going on in the case. 22 Q. Let's go back to 23 Monica Ross-Williams, and tell me 24 specifically what you said and specifically</p>	<p style="text-align: right;">Page 145</p> <p>1 Q. Okay. 2 And that's the material you sent to 3 her? 4 A. Yes. 5 Q. Okay. 6 And what was your purpose, again, 7 in communicating with her? 8 A. To find out her involvement in the 9 case, which was very little, if any, at all. 10 She was completely uninformed, and she was 11 not a proper representative for any 12 representative suit. She didn't know what 13 she was doing. She knew nothing about the 14 case. 15 Q. Okay. 16 That's your opinion? 17 A. Well, it will be the jury's opinion 18 when they hear her testimony and her 19 deposition. 20 Q. Okay. 21 To the extent that that's relevant 22 to what gets tried, okay, fine. 23 Mr. Hartleib, did she ask you not 24 to call her again?</p>

37 (Pages 142 - 145)

<p style="text-align: right;">Page 146</p> <p>1 A. Yes.</p> <p>2 Q. And did she direct any further</p> <p>3 inquiry to her counsel?</p> <p>4 A. I believe so, yes.</p> <p>5 Q. Okay.</p> <p>6 And just so I'm clear, she was the</p> <p>7 derivative plaintiff against Sprint Nextel</p> <p>8 acting on behalf of the corporation?</p> <p>9 A. Yes, and its shareholders albeit</p> <p>10 derivatively. She's a representative</p> <p>11 plaintiff. She should not be adverse to</p> <p>12 speaking to another shareholder, especially</p> <p>13 one with seven-figure holdings.</p> <p>14 Q. But she was, in fact, adverse to</p> <p>15 that -- having that discussion?</p> <p>16 A. Well, I will refrain from going</p> <p>17 into the reasons why I think she was adverse</p> <p>18 to having that conversation.</p> <p>19 Q. Okay.</p> <p>20 So those would be your speculative</p> <p>21 opinions, correct?</p> <p>22 A. That would be correct.</p> <p>23 Q. Okay.</p> <p>24 So we won't pursue that in the</p>	<p style="text-align: right;">Page 148</p> <p>1 A. You're saying that's the draft that</p> <p>2 I objected to?</p> <p>3 Q. That was the settlement proposal</p> <p>4 put to the Court that you objected to.</p> <p>5 A. Okay. I don't know if there were</p> <p>6 any revised settlements submitted, so I'll</p> <p>7 just take your word for it.</p> <p>8 Q. Well, I just want to --</p> <p>9 MR. MERRIGAN: He's just using</p> <p>10 it for means for vocabulary</p> <p>11 purposes.</p> <p>12 MR. ROSENZWEIG: Right.</p> <p>13 BY MR. ROSENZWEIG:</p> <p>14 Q. Look, there's a record, right?</p> <p>15 A. Yeah, that's fine. Yeah, sure.</p> <p>16 Q. That is what it is, right?</p> <p>17 A. Right.</p> <p>18 Q. Right.</p> <p>19 When the -- when that 2016 Sprint</p> <p>20 derivative settlement was slated for an</p> <p>21 approval hearing on/or about May 20th of</p> <p>22 2016, did you appear, you know, in Judge</p> <p>23 Vano's courtroom to object to that proposed</p> <p>24 settlement?</p>
<p style="text-align: right;">Page 147</p> <p>1 context of this deposition.</p> <p>2 Let me ask you: I'm trying to --</p> <p>3 MR. ROSENZWEIG: Let's go off</p> <p>4 the record for two minutes.</p> <p>5 - - -</p> <p>6 (Whereupon, there was a brief</p> <p>7 recess held off the record</p> <p>8 p.m.)</p> <p>9 - - -</p> <p>10 (Back on the record at</p> <p>11 p.m.)</p> <p>12 - - -</p> <p>13 BY MR. ROSENZWEIG:</p> <p>14 Q. Mr. Hartleib, in the Amended</p> <p>15 Complaint, the operative Complaint against</p> <p>16 you in this matter, there's reference made to</p> <p>17 a defined term of the 2016 Sprint Derivative</p> <p>18 Settlement.</p> <p>19 Can we agree, just for language</p> <p>20 purposes to make my questions go easily, that</p> <p>21 that was the proposed settlement to which you</p> <p>22 objected in the Sprint-Nextel derivative</p> <p>23 case, the proposed 2016 -- it was a 2016</p> <p>24 proposed settlement; is that fair?</p>	<p style="text-align: right;">Page 149</p> <p>1 A. At the fairness hearing? Yes.</p> <p>2 Q. Okay.</p> <p>3 And did you speak to Rob Weiser</p> <p>4 prior to appearing at that hearing about --</p> <p>5 about the 2016 Sprint derivative proposed</p> <p>6 settlement?</p> <p>7 A. I think that there were some email</p> <p>8 correspondence, and we might have spoken. I</p> <p>9 don't recall for sure, but I seem to</p> <p>10 remember, yes.</p> <p>11 Q. Did you convey to him why you were</p> <p>12 unhappy with the proposed 2016 Sprint</p> <p>13 derivative settlement?</p> <p>14 A. I mean, I don't have any</p> <p>15 recollection, but I sure -- I'm sure that I</p> <p>16 would have.</p> <p>17 Q. Okay.</p> <p>18 And do you have any reason to</p> <p>19 disagree with the motion that it was a</p> <p>20 May 20th, 2016 fairness hearing?</p> <p>21 A. I don't have any documents in front</p> <p>22 of me, but if you say that's the date.</p> <p>23 Q. I believe that's the date.</p> <p>24 A. Yeah.</p>

<p style="text-align: right;">Page 150</p> <p>1 Q. Does that sound --</p> <p>2 A. Yeah.</p> <p>3 Q. -- approximately correct?</p> <p>4 A. Sure.</p> <p>5 Q. Okay.</p> <p>6 And do you recall what Mr. Weiser</p> <p>7 said to you with respect to your stated</p> <p>8 unhappiness to him?</p> <p>9 A. No.</p> <p>10 Q. Let me turn your attention to Tab</p> <p>11 9, what I'm going to mark as Hartleib-7.</p> <p>12 - - -</p> <p>13 (Whereupon, Email Dated May</p> <p>14 31, 2016, was marked as Exhibit</p> <p>15 Hartleib-7 for identification.)</p> <p>16 - - -</p> <p>17 BY MR. ROSENZWEIG:</p> <p>18 Q. I'm going to ask to you to take a</p> <p>19 look at that one-page document.</p> <p>20 A. (Witness reviews document.)</p> <p>21 Q. Do you see that, Mr. Hartleib?</p> <p>22 A. Yes.</p> <p>23 Q. Okay.</p> <p>24 This is an email from you to Rob</p>	<p style="text-align: right;">Page 152</p> <p>1 and executives, whereby they didn't pay their</p> <p>2 state sales tax in New York, and I wanted,</p> <p>3 again, the board to be held accountable</p> <p>4 because I believe millions of dollars in</p> <p>5 fines -- tens of millions of dollars in</p> <p>6 fines, if I recall, were paid out in -- in</p> <p>7 resolving that case.</p> <p>8 Q. Okay.</p> <p>9 And you were still interested in</p> <p>10 what Mr. Weiser had to say about that tax</p> <p>11 issue?</p> <p>12 A. Sure.</p> <p>13 Q. Even though you were objecting to</p> <p>14 the underlying 2016 Sprint derivative</p> <p>15 settlement?</p> <p>16 A. Well, Phil, if he had a real</p> <p>17 plaintiff in the case, we could actually do</p> <p>18 some good for the corporation. I was still</p> <p>19 hopeful that we could still do something to</p> <p>20 benefit the corporation.</p> <p>21 Q. Okay.</p> <p>22 And what did you want to discuss</p> <p>23 with respect to the, quote, "current case"</p> <p>24 that you reference in your email.</p>
<p style="text-align: right;">Page 151</p> <p>1 Weiser, a copy to Mr. Sacks, May 31, 2016,</p> <p>2 5:57 p.m. The reference is, "Call regarding</p> <p>3 current and forthcoming case." It says,</p> <p>4 quote, "Rob, let me know when you are</p> <p>5 available to discuss the current case and any</p> <p>6 forthcoming derivative on the tax issues. I</p> <p>7 would like to see the old board held</p> <p>8 accountable."</p> <p>9 A. Yes.</p> <p>10 Q. Do you know to what you're</p> <p>11 referring?</p> <p>12 A. Yes.</p> <p>13 Q. Please tell me.</p> <p>14 A. Well, I'll do the best, to my</p> <p>15 ability to recall.</p> <p>16 Q. To the best of your recollection.</p> <p>17 A. So, obviously, the current case was</p> <p>18 the Ross-Williams, et al, case. I think</p> <p>19 there were seven or eight cases all</p> <p>20 consolidated into one, if I'm not mistaken.</p> <p>21 I think your client's firm took kind of the</p> <p>22 lead role in those consolidated cases.</p> <p>23 The forthcoming derivative was</p> <p>24 another issue by the incompetent former board</p>	<p style="text-align: right;">Page 153</p> <p>1 A. I don't recall at that -- I mean, I</p> <p>2 don't recall.</p> <p>3 Q. Okay.</p> <p>4 Were you interested or did you</p> <p>5 express any interest in kind of negotiating</p> <p>6 surrounding your objection?</p> <p>7 A. I don't recall.</p> <p>8 Q. Did you make any of offer of any</p> <p>9 kind to withdraw your objection, subject to</p> <p>10 any terms or conditions?</p> <p>11 A. Well, I know your client is</p> <p>12 alleging that those conversations took place.</p> <p>13 I don't know if he proposed a resolution to</p> <p>14 my objection. I don't know. But there could</p> <p>15 have been discussions about resolving the</p> <p>16 objection from your client.</p> <p>17 I know that he sent an email asking</p> <p>18 me to resolve the ongoing Sprint issues, as</p> <p>19 well as the Equifax Amicus brief. I don't</p> <p>20 know what timeframe we're speaking of, like I</p> <p>21 don't know when that happened. I'd have to</p> <p>22 look at the documents for the Equifax case.</p> <p>23 Q. Okay.</p> <p>24 So I'm looking at this email, you</p>

Page 154	Page 156
<p>1 know, that I've marked as Hartleib-7 --</p> <p>2 A. Right.</p> <p>3 Q. -- so that's the timeframe I'm</p> <p>4 talking about.</p> <p>5 A. I don't recall.</p> <p>6 Q. Okay.</p> <p>7 Let me turn your attention to what</p> <p>8 I'm going to mark as Hartleib-8, which is</p> <p>9 Tab 10.</p> <p>10 - - -</p> <p>11 (Whereupon, Email Dated June</p> <p>12 28, 2016, was marked as Exhibit</p> <p>13 Hartleib-8 for identification.)</p> <p>14 - - -</p> <p>15 BY MR. ROSENZWEIG:</p> <p>16 Q. Mr. Hartleib, it's also a one-page</p> <p>17 document.</p> <p>18 Are you there?</p> <p>19 A. Yes.</p> <p>20 Q. Okay.</p> <p>21 It's a June 28, 2016 email,</p> <p>22 p.m., from you to Rob Weiser, copy to David</p> <p>23 Sacks, copy to Scott Musoff at Skadden.</p> <p>24 Who is Scott Musoff at Skadden?</p>	<p>1 reason to appeal is the Honorable Vano</p> <p>2 approves the settlement. Thank you,</p> <p>3 Michael."</p> <p>4 MR. MERRIGAN: I'm sorry.</p> <p>5 MR. ROSENZWEIG: Hmm?</p> <p>6 MR. MERRIGAN: Sorry, I</p> <p>7 accidentally made a noise.</p> <p>8 BY MR. ROSENZWEIG:</p> <p>9 Q. Did I read that correctly?</p> <p>10 A. Well, you read it correctly, but,</p> <p>11 clearly, I didn't type it correctly because I</p> <p>12 believe that "is" was supposed to be an "if."</p> <p>13 Q. Okay. So noted.</p> <p>14 But I did read it correctly, that</p> <p>15 it says "is"?</p> <p>16 A. Yes, you did.</p> <p>17 Q. Okay.</p> <p>18 And you asked for documents in</p> <p>19 support of the Weiser firm fee application.</p> <p>20 What documents were you looking</p> <p>21 for?</p> <p>22 A. Well, so what was happening is they</p> <p>23 were filing statements in support of their</p> <p>24 fees, affidavits in support of their fees. I</p>
Page 155	Page 157
<p>1 A. He's one of the defense attorneys</p> <p>2 in the Sprint case.</p> <p>3 Q. Okay.</p> <p>4 Can you tell me why you're copying</p> <p>5 David Sacks on this?</p> <p>6 A. Like I said, I keep him apprised of</p> <p>7 some of my -- some of my dealings.</p> <p>8 Q. Okay.</p> <p>9 A. I don't know why, in particular, he</p> <p>10 was -- you can see it's his entertainment</p> <p>11 email address.</p> <p>12 Q. Okay.</p> <p>13 So the subject, quote, "Please</p> <p>14 provide PDF of response in support of fees,"</p> <p>15 right?</p> <p>16 A. Yes.</p> <p>17 Q. Okay.</p> <p>18 And you say, "Robert, please supply</p> <p>19 me with the documents in support of your fees</p> <p>20 filed yesterday, as I have said before I do</p> <p>21 not need conformed copies. PDF copies of</p> <p>22 what was submitted will be fine. I will</p> <p>23 notify the clerk if I don't get them today.</p> <p>24 Also, your delay will provide me yet another</p>	<p>1 believe that a Judge Lane Phillips filed an</p> <p>2 affidavit in support of their fees. So all</p> <p>3 of these things were being filed.</p> <p>4 If my recollection serves me</p> <p>5 correctly, I was supposed to attend to</p> <p>6 fairness hearing, and I don't know if -- at</p> <p>7 this particular time, if my objection was</p> <p>8 already in, or if I was filing another</p> <p>9 pleading, I don't recall.</p> <p>10 The problem was your clients would</p> <p>11 not provide me with the documentation filed,</p> <p>12 until they received it back from the Court as</p> <p>13 conformed, stamped, and it was causing me a</p> <p>14 delay. I was running out of time to get done</p> <p>15 whatever it is that I was trying to get done.</p> <p>16 I don't know if it was a</p> <p>17 supplemental brief in opposition to the fees.</p> <p>18 I don't recall as to what it was in regard</p> <p>19 to, but I specifically remember that I was</p> <p>20 pressed for time, I was trying to get</p> <p>21 something done, and I didn't need the</p> <p>22 conformed copies. I just needed copies, so</p> <p>23 that I could draft my response pleading</p> <p>24 accordingly.</p>

40 (Pages 154 - 157)

Page 158	Page 160
<p>1 Q. Okay.</p> <p>2 And what -- what diligence -- what</p> <p>3 had you done, you personally, with respect to</p> <p>4 investigating the fee application and the</p> <p>5 fees that were claimed in that fee</p> <p>6 application in the Sprint-Nextel case at this</p> <p>7 time, meaning -- I'm sorry, "this time,"</p> <p>8 meaning 2016, at the time more or less of</p> <p>9 this email, not "this time" meaning now?</p> <p>10 A. Are you asking me what was the</p> <p>11 basis of my objection, or what did I base my</p> <p>12 objection on at this particular time?</p> <p>13 Q. What work had you done to determine</p> <p>14 that the fees were objectionable and the</p> <p>15 bases on which you were objecting?</p> <p>16 A. Right. I don't recall specifically</p> <p>17 how much -- you know, I know that I've done a</p> <p>18 tremendous amount of research, and I think at</p> <p>19 this particular point in time I had analyzed</p> <p>20 the settlement stipulation and the terms of</p> <p>21 the settlement with regard to the relief.</p> <p>22 And I realized that, in my opinion,</p> <p>23 the relief was meaningless because the</p> <p>24 company was being acquired -- it was acquired</p>	<p>1 view of the amount of fees in relationship to</p> <p>2 the relief?</p> <p>3 A. Correct. I don't know what other</p> <p>4 analysis, given their pleadings that I put</p> <p>5 into my conclusion, but in a nutshell, a</p> <p>6 vague overview, yes, I'd say that's correct.</p> <p>7 Q. Okay.</p> <p>8 At what point in time in the</p> <p>9 context of the Sprint-Nextel settlement --</p> <p>10 2016 settlement process of the proposed 2016</p> <p>11 settlement put before Judge Vano, did you</p> <p>12 learn of the issue of Jeff Silow's identity</p> <p>13 and/or bar status?</p> <p>14 MR. MERRIGAN: It's always</p> <p>15 hard to figure out what to call it,</p> <p>16 right?</p> <p>17 MR. ROSENZWEIG: It is.</p> <p>18 THE WITNESS: When? Is what</p> <p>19 you're asking?</p> <p>20 BY MR. ROSENZWEIG:</p> <p>21 Q. Yeah. When -- give me when and</p> <p>22 how, frankly.</p> <p>23 A. So I was told by someone -- I don't</p> <p>24 recall who, that Jeffrey Silow was an older</p>
Page 159	Page 161
<p>1 by SoftBank Corporation. So I based the</p> <p>2 objection on the fact that the fees sought</p> <p>3 were not commensurate with the relief</p> <p>4 obtained in my view.</p> <p>5 As an overview, I can't tell you</p> <p>6 specifically. I know I spent a lot of time</p> <p>7 on it. I wanted to read all the pleadings.</p> <p>8 I had read every single pleading multiple</p> <p>9 times. That's why I wanted copies of these</p> <p>10 pleadings, so that I could read these if I</p> <p>11 was --</p> <p>12 I believe I was working on a</p> <p>13 supplemental brief that was delivered the day</p> <p>14 I appeared at the hearing. It was handed to</p> <p>15 them. It was filed the night before the --</p> <p>16 Judge Vano received it the night before, and</p> <p>17 it was handed to the parties the day of my</p> <p>18 attendance.</p> <p>19 Q. Okay.</p> <p>20 And is this before any knowledge</p> <p>21 with respect to the bar status of Jeff Silow</p> <p>22 was known to you?</p> <p>23 A. Oh, yes.</p> <p>24 Q. So this was purely based on your</p>	<p>1 gentleman, or that the Silow that was in this</p> <p>2 case was an older gentleman. I've never met</p> <p>3 him. They don't appear in court at the</p> <p>4 hearings, so it's hard to know what who</p> <p>5 you're talking about.</p> <p>6 I had done a lot of research trying</p> <p>7 to determine who he was because I could not</p> <p>8 find anyone barred in Pennsylvania that was</p> <p>9 not a younger gentleman. I could not find</p> <p>10 someone that's an older gentleman with that</p> <p>11 name barred in Pennsylvania.</p> <p>12 Q. And you were looking at that issue</p> <p>13 why?</p> <p>14 A. Because I had concerns about the</p> <p>15 veracity and legitimacy of all hours</p> <p>16 billed -- he billed the majority of the</p> <p>17 hours, and I was just doing my due diligence</p> <p>18 looking at every different angle.</p> <p>19 Someone had -- someone had put in</p> <p>20 my ear that he was an older gentleman, so</p> <p>21 someone raised my awareness -- I don't know</p> <p>22 who -- that caused me to look into him</p> <p>23 further.</p> <p>24 I had reached out, so it wasn't</p>

41 (Pages 158 - 161)

<p style="text-align: right;">Page 162</p> <p>1 until we went to appeal after both of</p> <p>2 Judge Vano's rulings. So it wasn't until we</p> <p>3 went to appeal that this information was</p> <p>4 uncovered.</p> <p>5 I had reached out to Ted Frank at</p> <p>6 the Class Action Fairness Center. I knew Ted</p> <p>7 from my appearances in this SiriusXM case in</p> <p>8 Manhattan, and his work there. I had reached</p> <p>9 out to Ted Frank, asking him if he would be</p> <p>10 interested in helping me file an appeal in</p> <p>11 the Sirius -- I'm sorry, the Sprint case.</p> <p>12 He said, no, he didn't like my</p> <p>13 argument with regard to standing because</p> <p>14 Kansas was an outlier state with regard to</p> <p>15 standing.</p> <p>16 I don't remember if it was that</p> <p>17 conversation or a subsequent conversation</p> <p>18 after he declined to help me with the appeal,</p> <p>19 whereby he said, "But I have some information</p> <p>20 that may be of help to you."</p> <p>21 That information was regarding</p> <p>22 Jeffrey Silow.</p> <p>23 Q. Okay.</p> <p>24 And this came from whom?</p>	<p style="text-align: right;">Page 164</p> <p>1 have some questions for you.</p> <p>2 A. (Witness reviews documents.)</p> <p>3 Q. Okay.</p> <p>4 Mr. Hartleib, have you had a look?</p> <p>5 A. Yes.</p> <p>6 Q. Okay.</p> <p>7 Can you tell me whether this</p> <p>8 conversation you had with Mr. Frank was</p> <p>9 before or -- and I'll acknowledge to you that</p> <p>10 the letter to Judge Vano, which is the first</p> <p>11 of the two letters, is not dated.</p> <p>12 However, the second paragraph of</p> <p>13 that letter says, "As of February 2, 2017,</p> <p>14 the firm learned..."</p> <p>15 And then the second letter is</p> <p>16 February -- dated to Mr. Douglas Shima,</p> <p>17 S-H-I-M-A, is dated February 6th, 2017.</p> <p>18 I'll refer to both letters as being</p> <p>19 from early in February 2017; is that fair?</p> <p>20 A. Yes.</p> <p>21 Q. Can you tell me whether you learned</p> <p>22 from Mr. Frank about Silow's bar status</p> <p>23 before or after these letters from the Weiser</p> <p>24 Firm to Judge Vano and to the Kansas court?</p>
<p style="text-align: right;">Page 163</p> <p>1 A. Ted Frank, Class Action Fairness</p> <p>2 Center.</p> <p>3 Q. Okay.</p> <p>4 A. And Ted Frank basically informed me</p> <p>5 that he didn't believe that Jeffrey Silow was</p> <p>6 barred. I believe that's how it happened.</p> <p>7 Q. And is this -- what's the timeframe</p> <p>8 of that?</p> <p>9 A. Right before the appeals were</p> <p>10 filed, so I don't know. We'd have to look at</p> <p>11 the documents.</p> <p>12 Q. Okay.</p> <p>13 So I'm going to show you a couple</p> <p>14 of letters, which I'm going to mark both</p> <p>15 letters, collectively, as Hartleib-9. It's</p> <p>16 Tab 11.</p> <p>17 - - -</p> <p>18 (Whereupon, Letter to Judge</p> <p>19 Vano, was marked as Exhibit</p> <p>20 Hartleib-9 for identification.)</p> <p>21 - - -</p> <p>22 BY MR. ROSENZWEIG:</p> <p>23 Q. I'm going to ask you to take a look</p> <p>24 at these letters, and, then, I'm going to</p>	<p style="text-align: right;">Page 165</p> <p>1 A. Before.</p> <p>2 Q. Okay.</p> <p>3 Do you know how long before?</p> <p>4 A. No, I don't recall as to how long</p> <p>5 before.</p> <p>6 Q. Okay.</p> <p>7 And do you -- is it correct that</p> <p>8 you did not raise the issue of bar status to</p> <p>9 Judge -- strike that.</p> <p>10 Did you raise the issue of bar</p> <p>11 status to Judge Vano prior to the Weiser Law</p> <p>12 Firm's letter to him, which is now marked as</p> <p>13 Hartleib-9?</p> <p>14 A. No, because Ted Frank informed him</p> <p>15 of the information, and your clients got out</p> <p>16 in front of it by drafting the letters.</p> <p>17 Q. Okay.</p> <p>18 So the simple answer is that you</p> <p>19 did not have prior communication with the</p> <p>20 Court regarding Jeff Silow's bar status prior</p> <p>21 to the letters that are marked as Hartleib-9?</p> <p>22 A. I don't know that for sure. I know</p> <p>23 that I was told by Ted Frank days prior to</p> <p>24 these letters, maybe weeks prior, I don't</p>

42 (Pages 162 - 165)

Page 166	Page 168
<p>1 know. I don't know when I spoke with Ted 2 Frank, and he informed me of the information 3 that he uncovered. 4 Q. Okay. 5 It was -- would you be comfortable 6 saying it was contemporaneous with these 7 letters, if it was before, it was shortly 8 before? 9 A. It depends on what your definition 10 of "shortly before" is. 11 Q. Well, you tell me. 12 A. I would say it was within a month. 13 I don't know if it was two weeks, three 14 weeks. It was within a month or two. 15 Q. Okay. 16 And is it your understanding that 17 Mr. Frank also similarly informed the Weiser 18 firm? 19 A. I was told that Mr. Weiser was 20 already made aware. Before I could address 21 the issue, Mr. Weiser was informed by 22 Mr. Frank. 23 Q. Okay. 24 And you were told that by</p>	<p>1 Q. Okay. 2 A. So I had to be served as the 3 appellant. I was served these letters. I 4 was served the letter to Vano, Vano no longer 5 had jurisdiction over the case -- 6 Q. Because it was in the appellate 7 division? 8 A. -- because at this point it had 9 already reached the appellate division. 10 Q. Court, right. 11 A. I don't know. In my mind, I seem 12 to believe that we found out about 13 Mr. Silow's disbarred status prior to the 14 cross appeal being filed, or maybe even the 15 appeal, but I don't know that for sure. 16 Q. You used the term "we" again. 17 Who do you mean by "we"? 18 A. Me, myself, and I. I'm sorry. 19 Q. That's okay. You understand why I 20 asked. 21 And what was the basis of your 22 appeal? 23 A. That Judge Vano got the standing 24 issue wrong.</p>
Page 167	Page 169
<p>1 Mr. Frank? 2 A. I believe so, yes. 3 Q. Okay. 4 And, Mr. Hartleib, when you learned 5 that from Mr. Frank -- strike that. 6 Did you subsequently become privy 7 to the fact that these letters were sent by 8 the Weiser firm to both Judge Vano and to 9 Mr. Shima? 10 A. Of course. They have to serve me. 11 I was served these letters. 12 Q. Okay. 13 And why were you served these 14 letters? 15 A. Because I was a party to the 16 actions or the appeal. 17 Q. By way of your objection? 18 A. No. I mean, I'm -- I was the 19 appellant. I filed the appeal of the 20 settlement. 21 Q. You filed an objection to the 22 settlement, correct? 23 A. No, I filed an appeal. Your 24 clients filed a cross appeal.</p>	<p>1 Q. Mm-humm. 2 A. Any other state it would have 3 been -- the derivative case would have been 4 extinguished as soon as the corporation no 5 longer existed. But Kansas is an outlier, 6 the only outlier in the country, I believe, 7 that derivative rights to a nonexistent 8 corporation can still supersede the 9 dissolution of that corporation. It makes no 10 sense. 11 Q. And that's based on the argument 12 that Sprint, which had absorbed Nextel had, 13 in turn, been acquired? 14 A. No. 15 Q. "No"? 16 A. That was based on SoftBank 17 acquiring the combined entity. 18 Q. Well, that -- that's -- I think 19 what I said meant the same thing, but fair 20 enough. 21 Because Sprint had acquired Nextel, 22 correct? 23 A. Yes. 24 Q. And SoftBank acquired Sprint?</p>

43 (Pages 166 - 169)

<p style="text-align: right;">Page 170</p> <p>1 A. The combined entity of Sprint and 2 Nextel, yes. 3 Q. Yes, but Nextel had been absorbed 4 by Sprint? 5 A. By -- yes, right. 6 Q. So I think the way I said it was 7 correct, but your clarification is also quite 8 clear. 9 A. So how does one bring a derivative 10 action on behalf of a corporation that no 11 longer exists? So in every other state as 12 soon as that corporate entity is acquired, 13 all there's -- you don't have standing. 14 The standing is extinguished, and 15 the cases are thrown out. Kansas is the only 16 state that is an outlier, and allows those 17 derivative rights. I don't know how you sue 18 for reforms on a corporation that no longer 19 exists. 20 Q. So, really, not the topic of -- 21 A. Well, you asked me what my appeal 22 was about. So my appeal was about -- 23 Q. Yes, I did. 24 A. -- standing issue.</p>	<p style="text-align: right;">Page 172</p> <p>1 correct? 2 A. Because I believe your client's 3 attorney, Mr. Silow, was prosecuted for a 4 myriad of crimes in this case. 5 Q. Okay. 6 So Mr. Silow, in his individual 7 capacity, was pursued by the Montgomery 8 County Pennsylvania District Attorney, 9 correct, criminally? 10 A. I believe so. But your client had 11 Mr. Silow listed on his website as of counsel 12 for the firm. 13 Q. Okay. 14 So I won't get into the slippery 15 slope of that, Mr. Hartleib. 16 But Rob Weiser was not prosecuted 17 for fraud, correct? 18 A. Not to my knowledge. 19 Q. And the Weiser Law Firm was not 20 prosecuted for fraud, correct? 21 A. Not to my knowledge. 22 Q. And Mr. Silow who, in fact, 23 committed a fraud on the Weiser firm, 24 Rob Weiser, the Court, and others, was the</p>
<p style="text-align: right;">Page 171</p> <p>1 Q. Right. 2 A. I thought the Courts got it wrong. 3 My appeal was also about the \$450,000 that 4 your clients still received because my 5 position was if you get caught robbing a bank 6 or defrauding a court, you don't get to keep 7 any of the ill-gotten gain. 8 So my appeal was to address the 9 \$450,000 that they received. They 10 telegraphed to Judge Vano that they would be 11 filing an appeal. 12 Q. Mm-humm. 13 A. I filed the appeal prior. They 14 filed a cross appeal asking for their \$4.5 15 million back. 16 Q. Thank you for that clarity. 17 Nobody robbed a bank, correct? 18 A. It's a colloquialism. 19 Q. I'm just making sure. Language 20 matters. 21 And nobody was prosecuted for 22 fraud, correct? 23 A. I don't believe that's correct. 24 Q. Well, why do you believe that's not</p>	<p style="text-align: right;">Page 173</p> <p>1 prosecuted party, correct? 2 MR. MERRIGAN: Objection to 3 form. 4 But you can answer. 5 THE WITNESS: That's your 6 argument. I don't buy it. 7 MR. ROSENZWEIG: Well, that's 8 the fact, right. 9 MR. MERRIGAN: Well -- 10 MR. ROSENZWEIG: That's the 11 fact of who was prosecuted by -- 12 let me finish -- by the Montgomery 13 County District Attorney? 14 MR. MERRIGAN: That part's a 15 fact. My objection was to the 16 characterization of -- 17 MR. ROSENZWEIG: Your 18 objection is noted. 19 THE WITNESS: It's a 20 convenient fact for your clients. 21 BY MR. ROSENZWEIG: 22 Q. Okay. 23 So at this point in time where 24 Judge Vano has reduced fees and approved the</p>

44 (Pages 170 - 173)

<p style="text-align: right;">Page 174</p> <p>1 Sprint settlement, subject to his reduced -- 2 the reduced fees, you file your appeal 3 arguing that he shouldn't have approved 4 anything in the first place because there was 5 no standing because Sprint had been absorbed 6 by SoftBank. 7 And, also, that the \$450,000 in 8 fees should not have been awarded. The 9 Weiser firm files a cross appeal, correct? 10 We're at that moment in time. 11 Other than a conversation with 12 Mr. Frank, in which he informed you of 13 Mr. Silow's disbarred status, and the letters 14 from the Weiser firm that are now marked as 15 Hartleib-9, what information did you have 16 with respect to Jeffrey Silow? 17 MR. MERRIGAN: At what point 18 in time? 19 MR. ROSENZWEIG: At that 20 moment in time, meaning, February 21 of 2017. 22 MR. MERRIGAN: That's what I 23 thought you meant. 24 THE WITNESS: Yeah. I would</p>	<p style="text-align: right;">Page 176</p> <p>1 In which Ableson represented 2 Jeffrey Silow as Jeffrey Silow, Esq., 3 correct? 4 A. Correct. 5 Q. And did you also get a copy of the 6 Jeffrey Silow résumé from Ableson Legal 7 Search, also appended to the Vano letter, 8 which indicated Jeffrey Silow, Esq.? 9 A. I believe so, yes. 10 Q. And okay. 11 Did you similarly -- right. And I 12 think you said you were served with a Shima 13 letter as well, correct? 14 A. Yes. 15 Q. Okay. 16 So, at that point in time, did you 17 have an understanding that Ableson Legal 18 Search had represented to Weiser that Jeffrey 19 Silow was a lawyer based on those documents? 20 Based on nothing else. 21 A. I would say that when I read this, 22 I had tremendous concerns in looking at his 23 history. I also had even more concerns 24 because, to me, this proved that your clients</p>
<p style="text-align: right;">Page 175</p> <p>1 expect the only information I had 2 at that time, because I would have 3 just started additional due 4 diligence, was that he wasn't 5 barred in Pennsylvania. I started 6 doing more investigation and more 7 research as to who he was and where 8 he was barred, and those type 9 things, so -- 10 BY MR. ROSENZWEIG: 11 Q. Okay. 12 A. -- I think that was it. 13 Q. And when you received the letters 14 from the Weiser firm to Judge Vano and to Mr. 15 -- 16 A. Shima. 17 Q. -- Shima, I almost called him 18 Cymba, but that's okay -- did you also 19 receive the June 27, 2008 email from Jessica 20 Ableson to Brett Stecker and Rob Weiser that 21 was an attachment to the Vano letter? 22 A. Yes. I believe I used this as an 23 exhibit in my appeal. 24 Q. Okay.</p>	<p style="text-align: right;">Page 177</p> <p>1 knew who he was when he was hired by the 2 firm. 3 He was Jeffrey Silow, not Alexander 4 Silow. So this raised even more concerns, in 5 my mind, why was he being put forth as 6 Alexander Silow and not Jeffrey Silow. 7 Q. Okay. 8 I'm going to ask you some more 9 questions about that. But in the Silow 10 résumé attached to the Judge Vano letter from 11 Weiser Law Firm, it lists his bar admissions 12 as District of Columbia, correct? 13 A. Correct. 14 Q. And when you spoke with Mr. Frank, 15 he spoke strictly about Mr. Silow being 16 disbarred in Pennsylvania, correct? 17 A. No. 18 Q. Okay. 19 What did he -- 20 A. I don't recall, but he didn't give 21 any specificity whatsoever. He said -- he 22 just let me know that he doesn't appear to be 23 barred. 24 Q. Okay. Fair enough.</p>

45 (Pages 174 - 177)

<p style="text-align: right;">Page 178</p> <p>1 And that's from your conversation</p> <p>2 with Mr. Frank directly?</p> <p>3 A. Correct.</p> <p>4 Q. Okay.</p> <p>5 So what -- from the point you got</p> <p>6 these letters that are Hartleib-9 forward,</p> <p>7 what diligence did you do with respect to</p> <p>8 Jeffrey Silow, if any?</p> <p>9 A. I don't recall specifically, but</p> <p>10 I'm pretty diligent so I would have done, you</p> <p>11 know, extensive Google searches. I would</p> <p>12 have tried to obtain information in any way</p> <p>13 that I could. I don't recall, as we sit here</p> <p>14 today, what exactly that was.</p> <p>15 Q. Okay.</p> <p>16 Do you recall that you, in fact,</p> <p>17 did something?</p> <p>18 A. Oh, yeah. Well, and I also started</p> <p>19 to investigate Alexander Silow.</p> <p>20 Q. Okay.</p> <p>21 Now, I know the answer to this</p> <p>22 question, so does Mr. Merrigan, and so does</p> <p>23 Mr. McGowan.</p> <p>24 But what set you on the path to</p>	<p style="text-align: right;">Page 180</p> <p>1 A. Yes, but there was a lot more in</p> <p>2 between. So when these letters came out,</p> <p>3 Judge Vano had already ruled not knowing</p> <p>4 Mr. Silow's disbarred status. So I felt it</p> <p>5 prudent to petition, seek leave of the</p> <p>6 appellate court, to remand the case back to</p> <p>7 Judge Vano to find out if it would have</p> <p>8 changed his ruling with regard to the</p> <p>9 settlement in the first instance.</p> <p>10 The case was remanded. The</p> <p>11 appellate court granted the remand, sent it</p> <p>12 back down to Judge Vano. Judge Vano had --</p> <p>13 we had another round of briefing and</p> <p>14 pleadings, and, then, Judge Vano affirmed his</p> <p>15 ruling, and said it didn't change his</p> <p>16 position.</p> <p>17 Q. And it didn't change the nature of</p> <p>18 his reduction of the fee --</p> <p>19 A. No.</p> <p>20 Q. -- or the ultimate fee that he</p> <p>21 awarded, which was 450,000?</p> <p>22 A. Correct.</p> <p>23 Q. Okay.</p> <p>24 So what -- you testified several</p>
<p style="text-align: right;">Page 179</p> <p>1 investigating the name, Alexander Silow,</p> <p>2 which I think to be complete was Alexander J.</p> <p>3 Silow, correct?</p> <p>4 A. I don't recall specifically, but</p> <p>5 because allegedly Alexander Silow was in the</p> <p>6 Sprint case.</p> <p>7 Q. And how did you come to learn that?</p> <p>8 A. Through the pleadings and through a</p> <p>9 sworn declaration where Alexander Silow</p> <p>10 testifies to the hours that he worked, and,</p> <p>11 basically, admonishes Judge Vano for even</p> <p>12 suggesting that he didn't do the work that he</p> <p>13 said he did.</p> <p>14 Q. And correct to say that that is in</p> <p>15 the context of the cross appeal?</p> <p>16 A. I would -- I'm sure they would put</p> <p>17 that in the cross appeal, yes.</p> <p>18 Q. Right, because Jim Vano --</p> <p>19 Judge Vano's questioning of the time that was</p> <p>20 submitted by -- I'll just say Silow was in</p> <p>21 the context of the fee reduction that</p> <p>22 Judge Vano ruled on when he approved the 2016</p> <p>23 Sprint derivative settlement, subject to the</p> <p>24 fee reduction from 4.5 million to 450,000?</p>	<p style="text-align: right;">Page 181</p> <p>1 questions ago that the letters, the Jessica</p> <p>2 Ableson email, the Jeffrey Silow, Esquire,</p> <p>3 résumé, led you to further believe or led you</p> <p>4 to believe -- I don't want to put words in</p> <p>5 your mouth -- that the Weiser firm knew who</p> <p>6 Silow was because of the subsequent Alexander</p> <p>7 Silow name; is that fair?</p> <p>8 If it to mirky for you, tell me,</p> <p>9 I'll just withdraw it and ask a different</p> <p>10 question. My feelings won't be hurt, if you</p> <p>11 didn't.</p> <p>12 A. Can you read back the question.</p> <p>13 Q. I'm going to withdraw the question.</p> <p>14 Mr. Hartleib, what facts led you to</p> <p>15 believe that the Weiser firm knew that</p> <p>16 Jeff Silow was a disbarred attorney at the</p> <p>17 time that Silow's billing records were</p> <p>18 submitted to the Court for approval?</p> <p>19 MR. MERRIGAN: Objection to</p> <p>20 the form.</p> <p>21 But you can answer.</p> <p>22 BY MR. ROSENZWEIG:</p> <p>23 Q. -- in the context of the 2016</p> <p>24 Sprint derivative settlement?</p>

46 (Pages 178 - 181)

<p style="text-align: right;">Page 182</p> <p>1 A. So Alexander Silow was barred in 2 Pennsylvania. The real, quote, "real" 3 Alexander Silow, which, I believe, is the son 4 is barred in Pennsylvania. That is the only 5 barred Silow that I could find in 6 Pennsylvania. Nowhere on here does it say 7 that Mr. Silow is barred in Pennsylvania. In 8 fact --</p> <p>9 MR. MERRIGAN: What are you -- 10 what piece of paper are you 11 referring to?</p> <p>12 THE WITNESS: I am talking 13 about --</p> <p>14 BY MR. ROSENZWEIG: 15 Q. Hartleib-9. 16 A. Hartleib-9, the résumé from 17 Ableson. 18 Q. Ableson. 19 A. Ableson. The résumé that was 20 attached to the letter sent to Douglas Shima 21 of the appellate court. I believe to 22 Judge Vano, but -- I'm not certain, but I 23 think maybe only -- 24 Q. There's a letter to Judge Vano.</p>	<p style="text-align: right;">Page 184</p> <p>1 to the Court. 2 So even the appellate justice 3 caught that it was -- that he was not barred 4 in Pennsylvania. So my opinion was that it 5 was convenient for somebody -- maybe 6 everybody involved, that he was assuming his 7 son's identity for the purposes of billing 8 \$380 an hour in the Sprint case when he was 9 only paid \$35 an hour or thereabouts. 10 Q. So what -- other than that 11 appearance to you, what facts did you have at 12 the time that led you to believe that 13 Rob Weiser or the Weiser Law Firm knew of 14 Mr. Silow's subterfuge? 15 A. I said -- I think what I said was 16 that Mr. Weiser knew exactly who Mr. Silow 17 was. He hired him as Jeffrey Silow not 18 Alexander. I think what I said repeatedly in 19 my pleadings is that Mr. Weiser knew who 20 Mr. Silow was because he hired him as Jeffrey 21 Silow. 22 I think I even said if I got 23 discovery, we would find out who he made the 24 checks out to, which were all Jeffrey Silow.</p>
<p style="text-align: right;">Page 183</p> <p>1 A. No, the letter to Judge Vano, I 2 don't believe included the résumé. I think 3 the résumé only went to Douglas Shima at the 4 appellate court, if my memory serves me 5 correctly. 6 But nowhere in here does it say 7 that he's barred in Pennsylvania. The real 8 Alexander Silow is a criminal defense 9 attorney or a DUI-type attorney in 10 Pennsylvania. 11 During the hour-and-a-half-long 12 oral arguments in the appellate court, I -- 13 it was brought up by -- I don't believe it 14 was the chief justice, but I believe the 15 Justice's names was Burns. He wanted to know 16 why the Weiser firm put forth Mr. Silow as 17 barred in Pennsylvania, because in the résumé 18 he was never put forth as barred in 19 Pennsylvania. 20 But yet in all of the -- on your 21 client's website when they listed him as of 22 counsel, he was barred in Pennsylvania. I 23 believe it was there. He was barred in 24 Pennsylvania, and all the pleadings they sent</p>	<p style="text-align: right;">Page 185</p> <p>1 So my confusion is when did Mr. Silow become 2 Alexander and for what purpose? 3 Q. Okay. 4 And you are aware now of 5 Mr. Silow's testimony in multiple days of 6 depositions in this case and of his 7 declaration, correct? 8 A. Yes. And I'm also aware of a 9 document that I'm not even allowed to see. 10 I'm also aware of the testimony from 11 Mr. Silow saying that your clients knew 12 exactly who he was, that they're the ones 13 that created the fake résumé, and the whole 14 bit to defraud the Court. I'm aware of all 15 of that too. 16 Q. I think that's patently untrue -- 17 A. It's not patently untrue. It's a 18 fact, and it'll be something for a jury to 19 determine. 20 Q. So where do you get that fact? 21 A. In the pleadings that I've read 22 from Mr. Silow. He filed a cross complaint. 23 He sued your clients in those documents. I'm 24 not allowed to see whatever this affidavit</p>

47 (Pages 182 - 185)

<p style="text-align: right;">Page 186</p> <p>1 is. I mean, can you imagine, this is a case 2 against me, and I, as the defendant, can't 3 see a document because you object to it? 4 Q. That's not the way it happened. 5 MR. MERRIGAN: Wait for a 6 question. 7 MR. ROSENZWEIG: Yeah. 8 BY MR. ROSENZWEIG: 9 Q. It's not the way it happened. It's 10 not my job to debate the points of the law of 11 this case with you. Mr. Merrigan is your 12 counsel. He knows exactly what the judge 13 ruled and why. 14 Let me take you back to the 15 timeframe surrounding, let's say, 16 February 2017, and we'll call it 2017, 17 generally, you know, what facts did you have 18 at that time that the Weiser Law Firm or 19 Rob Weiser knew that Jeff Silow was 20 disbarred? 21 A. I think I've already answered or 22 testified to that. What I knew was -- and I 23 think what I said repeatedly was that your 24 clients knew exactly who Jeffrey Silow was.</p>	<p style="text-align: right;">Page 188</p> <p>1 conflicting information on that. 2 BY MR. ROSENZWEIG: 3 Q. Okay. 4 And, as you sit here today, from 5 the -- let's say, from 2016 to the present, 6 you do not know whether Jeffrey Silow was 7 ever barred in Pennsylvania in the first 8 place? 9 A. I believe he was, and disbarred a 10 long, long time ago. I believe he -- this is 11 my belief -- that he was barred in the 12 District of Columbia, but I don't know the 13 status of -- I was told he was disbarred in 14 the District of Columbia, then I was told 15 that there was a disciplinary hearing, like 16 he was barred and not practicing. 17 And, then, I was told that the 18 disciplinary board removed -- you know, 19 removed his bar status. So, to this day, I 20 know he's not barred, and I believe he was 21 barred in Pennsylvania, but he certainly 22 wasn't barred during the time that he was 23 presented to your clients as barred in 24 Pennsylvania. His son was. He wasn't.</p>
<p style="text-align: right;">Page 187</p> <p>1 Q. Okay. 2 A. In addition, I was told by 3 Ableson -- not Ableson herself, but I believe 4 her name is Joyce Feinstein that they also -- 5 she affirmed that your clients knew exactly 6 who he was. 7 Q. So that doesn't answer my question 8 with regard to disbarred status. 9 A. Well, apparently, he was -- 10 apparently, he was never barred in 11 Pennsylvania, so -- 12 Q. Yeah, but -- 13 A. And, honestly, Phil -- 14 MR. ROSENZWEIG: I'm not going 15 to debate with him. 16 THE WITNESS: No, no, wait. 17 Respectfully, to this day, I 18 don't know what his status was in 19 the District of Columbia. I'm 20 still confused as to whether or not 21 he was barred at the time of the 22 Sprint case with regard to the 23 District of Columbia, or he wasn't. 24 I don't -- I've gotten</p>	<p style="text-align: right;">Page 189</p> <p>1 I believe he was barred in the 2 District of Columbia when he was presented to 3 your clients, but I don't know -- I know he's 4 disbarred completely everywhere now. That's 5 my understanding. But I don't know the 6 specifics as to when he was disbarred in the 7 District of Columbia. 8 Q. You said you were told. 9 By whom? 10 A. I don't recall. I don't recall if 11 it was my lawyers. I don't recall who it 12 was. It's very complex and very complicated. 13 Q. Okay. And I'm going to take one 14 more shot at this. 15 Tell me every fact that you have 16 from the beginning of time to right now, upon 17 which you base the assertion that Rob Weiser 18 or the Weiser Law Firm knew that Jeffrey 19 Silow was a disbarred lawyer at the time they 20 hired him as a contract employee -- strike 21 that -- hired him as a contractor. 22 MR. MERRIGAN: Objection, in 23 that it has been asked and answered 24 several times already.</p>

48 (Pages 186 - 189)

Page 190	Page 192
<p>1 MR. ROSENZWEIG: Yeah, I wish 2 it was answered. 3 MR. MERRIGAN: He specifically 4 referred you -- and I asked him to 5 point out for the record what 6 document it was, the résumé, and 7 referred to -- it had a different 8 name. It didn't say he was barred 9 in Pennsylvania. That was his 10 answer. 11 BY MR. ROSENZWEIG: 12 Q. Is that the only fact? 13 MR. MERRIGAN: You keep 14 asking. 15 THE WITNESS: So, if you look 16 at the résumé, nowhere in the 17 résumé does it say he was ever 18 barred in Pennsylvania. Your 19 clients put him out as a barred 20 attorney in the state of 21 Pennsylvania. 22 BY MR. ROSENZWEIG: 23 Q. So it's your conclusion from that, 24 that they knew he was disbarred?</p>	<p>1 enough. 2 THE WITNESS: What's the 3 question? 4 BY MR. ROSENZWEIG: 5 Q. Okay. 6 So are there any other facts upon 7 which you rely in asserting that the Weiser 8 Law Firm knew that Jeffrey Silow was a 9 disbarred attorney when they submitted his 10 billing records? 11 MR. MERRIGAN: Right up 12 through today, or facts that you 13 had in 2017? 14 MR. ROSENZWEIG: No, no, no. 15 In this timeframe. I'm sorry. 16 MR. MERRIGAN: So back -- 17 MR. ROSENZWEIG: Yeah. 18 MR. MERRIGAN: -- in 2017 19 timeframe. Anything other than 20 this résumé. 21 THE WITNESS: Jeffrey Silow 22 didn't file sworn declarations that 23 everything he did was righteous and 24 just and legitimate. Alexander</p>
Page 191	Page 193
<p>1 A. My conclusion is that they knew he 2 was never Alexander. And when they hired 3 him, they knew he was never barred in 4 Pennsylvania. His résumé doesn't say he was 5 barred. The chief justice at the appellate 6 court says, "Why are you telling this 7 Court -- why did you submit documents in 8 pleadings to Vano's court and to this Court 9 that said he was barred in Pennsylvania when 10 he was never presented to you as barred in 11 Pennsylvania?" 12 Q. Well, the declaration that was 13 submitted was not in the name of Jeffrey 14 Silow, was it? 15 MR. MERRIGAN: You're talking 16 about the Alexander J. Silow's 17 declaration? 18 MR. ROSENZWEIG: The Alexander 19 J. Silow declaration. 20 THE WITNESS: But why would 21 your clients -- 22 MR. MERRIGAN: Answer 23 questions. Don't ask them. 24 MR. ROSENZWEIG: Yes, fair</p>	<p>1 did. That's fraud. 2 BY MR. ROSENZWEIG: 3 Q. By Mr. Silow. I'm trying to -- 4 A. But you're -- listen, with all due 5 respect, Rob Weiser's a very bright guy. I 6 give you client credit that he's not obtuse 7 enough to allow someone who's working for his 8 firm to assume a different identity that 9 happens to be someone who's barred in 10 Pennsylvania. 11 Like, seriously, that's what you 12 want a jury to believe, that your client is 13 not bright enough to -- that he lets people 14 just willy-nilly change their name mid case 15 to suit his firm and be able to bill \$350 an 16 hour? 17 Q. Mr. Hartleib, the alternative to 18 that is that there was a purposeful fraud on 19 the court, and that seems to be what you're 20 asserting. And I'm trying to understand, 21 given that we're going to get into the 22 statements that you've made to a variety of 23 people, which are actually the basis of this 24 case, I'm trying to understand the facts on</p>

49 (Pages 190 - 193)

Page 194	Page 196
<p>1 which you rely in asserting that Rob Weiser 2 knew, and that Rob Weiser, therefore, was 3 part of a purposeful fraud on the court, as 4 opposed to being a victim of Silow's 5 duplicity? 6 MR. MERRIGAN: The facts that 7 Mr. Hartleib relied on in 2017 -- 8 MR. ROSENZWEIG: Yeah, yeah, 9 yeah. 10 MR. MERRIGAN: -- or up until 11 today? 12 MR. ROSENZWEIG: I keep going 13 back to the facts he knew at the 14 time. 15 MR. MERRIGAN: Okay. Well, I 16 just want to make sure. 17 THE WITNESS: I think I've 18 answered it. 19 MR. MERRIGAN: I think so, 20 too, but if you can think of 21 anything else. 22 MR. ROSENZWEIG: Okay. 23 BY MR. ROSENZWEIG: 24 Q. So do you not have any further --</p>	<p>1 hour? 2 MR. MERRIGAN: All right. 3 Michael. 4 THE WITNESS: Okay. Sorry. 5 MR. MERRIGAN: Answers, not 6 questions. 7 MR. ROSENZWEIG: Okay. 8 MR. MERRIGAN: And, Phil, 9 questions. 10 THE WITNESS: Okay. I 11 apologize. 12 BY MR. ROSENZWEIG: 13 Q. You don't have to apologize. 14 A. I just think the whole thing is 15 just ridiculous at this point. 16 Q. Well, you know, so does my 17 client -- 18 A. Well, then, you know -- 19 Q. -- in exactly the opposite 20 direction because, you know, I'm not 21 explaining. I'm asking the next question. 22 Now -- 23 A. Then it sounds like you should talk 24 to my attorney, is what it sounds like. You</p>
Page 195	Page 197
<p>1 you don't -- 2 A. What else does somebody need? 3 You're filing sworn declarations under oath. 4 You're committing perjury to a Court. 5 Mr. Weiser is the head of a law firm. He has 6 an obligation to make sure that his staff, 7 his of counsel, is not -- I understand your 8 argument is he's 1099, and he's just a 9 contract attorney, and all that. 10 That's not how he was presented to 11 the Court. He was presented as Alexander 12 Silow, as a barred attorney in Pennsylvania, 13 right? That's how they were able to bill 14 \$380 an hour for somebody they were paying 15 \$350 an hour for. 16 The other thing that comes into 17 question is: How do you pay a barred 18 attorney in Pennsylvania? What barred 19 attorney that doesn't have skeletons in his 20 closet, how many barred attorneys do you know 21 that accept \$35 an hour to work? 22 Like every other document review 23 attorney gets paid 300, \$400 an hour. 24 Why is this guy accepting \$35 an</p>	<p>1 two should talk. 2 Q. Now, not limited to 2017, right, 3 but from the beginning of time to the 4 present, what -- on what facts do you rely in 5 asserting that Rob Weiser or the Weiser Law 6 Firm knew that Jeff Silow was a disbarred 7 lawyer, not an active member of any bar at 8 the time his billing records were submitted? 9 And you can incorporate your 10 previous answer by reference. You don't have 11 to repeat it. 12 Tell me if there are any other 13 facts that you've learned since 2017 that you 14 purport, indicate, that Rob Weiser or the 15 Weiser Law Firm knew that Jeff Silow was not 16 a member of the Pennsylvania bar or the DC 17 bar. He was a disbarred lawyer at the time 18 his billing records were submitted to the 19 Court in the Sprint-Nextel case. 20 A. I don't even know what his status 21 was in the District of Columbia when he 22 started doing document review. Sitting here, 23 to this day, I don't know what date he became 24 disbarred. There's still confusion. And at</p>

50 (Pages 194 - 197)

<p style="text-align: right;">Page 198</p> <p>1 a break, I would actually like to know that</p> <p>2 answer, right.</p> <p>3 There is still confusion as to when</p> <p>4 he was technically disbarred from the</p> <p>5 District of Columbia. I know he wasn't</p> <p>6 practicing, but I don't have the answer to</p> <p>7 that.</p> <p>8 So, in answer to your question, all</p> <p>9 of the testimony from Mr. Silow himself, I</p> <p>10 understand now that Mr. Silow has fallen on</p> <p>11 the sword. I get it, okay.</p> <p>12 Do I believe that -- do I believe</p> <p>13 that to be true, absolutely not. I don't</p> <p>14 believe it. I have a good faith basis for</p> <p>15 believing what I believe.</p> <p>16 Q. Which is what?</p> <p>17 A. Which is your clients knew exactly</p> <p>18 who Mr. Silow was. Mr. Silow was never</p> <p>19 Alexander Silow, yet they preferred him to be</p> <p>20 to the Courts. They allowed sworn</p> <p>21 declarations to be filed in court because it</p> <p>22 suited their needs, right, as Alexander</p> <p>23 Silow.</p> <p>24 Q. And from that fact you surmise</p>	<p style="text-align: right;">Page 200</p> <p>1 - - -</p> <p>2 (Back on the record at</p> <p>3 p.m.)</p> <p>4 - - -</p> <p>5 BY MR. ROSENZWEIG:</p> <p>6 Q. Mr. Hartleib, back on record.</p> <p>7 Did you ever become familiar with a</p> <p>8 billing audit that was performed of</p> <p>9 Jeff Silow's hours, and what's validated that</p> <p>10 he spent the hours he alleged and verified</p> <p>11 the quality of his work was in the context of</p> <p>12 the cross appeal?</p> <p>13 MR. MERRIGAN: Object to the</p> <p>14 characterization.</p> <p>15 But I think you probably know</p> <p>16 what he's asking you about.</p> <p>17 THE WITNESS: I don't know if</p> <p>18 that was different than the billing</p> <p>19 record that was submitted before</p> <p>20 Vano. The only issue I would take</p> <p>21 is that you said it verified the</p> <p>22 hours that were worked. I think</p> <p>23 that's in question, or that's</p> <p>24 debatable.</p>
<p style="text-align: right;">Page 199</p> <p>1 knowledge, you assume knowledge?</p> <p>2 A. I mean, you can say what you want</p> <p>3 to say. I mean, the fact of the matter is I</p> <p>4 uncovered a huge fraud upon the Court. Your</p> <p>5 client should thank me. I mean, they had a</p> <p>6 disbarred criminal working for their firm for</p> <p>7 two decades.</p> <p>8 Q. Okay.</p> <p>9 And that disbarred criminal being</p> <p>10 Jeff Silow?</p> <p>11 A. Yes.</p> <p>12 MR. ROSENZWEIG: Okay. Why</p> <p>13 don't we break here. This has been</p> <p>14 fun.</p> <p>15 MR. MERRIGAN: I'm going to</p> <p>16 need to turn the air conditioner</p> <p>17 up. I'm starting to sweat.</p> <p>18 - - -</p> <p>19 (Whereupon, there was a brief</p> <p>20 recess held off the record at</p> <p>21 p.m.)</p> <p>22 - - -</p> <p>23 MR. ROSENZWEIG: Back on the</p> <p>24 record.</p>	<p style="text-align: right;">Page 201</p> <p>1 BY MR. ROSENZWEIG:</p> <p>2 Q. Okay.</p> <p>3 Well, through the relativity</p> <p>4 platform, which was controlled by the Robbins</p> <p>5 firm, not by the Weiser firm, there was an</p> <p>6 audit, which verified the number of hours</p> <p>7 that Silow logged.</p> <p>8 Are you familiar with that?</p> <p>9 A. I'm familiar with the relativity</p> <p>10 software, and I'm familiar with the report</p> <p>11 that was submitted, yes. I just would take</p> <p>12 issue with your representation that that</p> <p>13 verified the hours that were performed in</p> <p>14 document review.</p> <p>15 Q. Okay.</p> <p>16 And what is the issue that you take</p> <p>17 with that? You do not believe it verified</p> <p>18 that?</p> <p>19 A. No.</p> <p>20 Q. Why?</p> <p>21 A. I don't know if -- I don't know</p> <p>22 what safeguards are in place that would</p> <p>23 prevent someone from gaming the system,</p> <p>24 so-to-speak.</p>

51 (Pages 198 - 201)

Page 202	Page 204
<p>1 Q. Okay.</p> <p>2 That would be your concern with it,</p> <p>3 or your -- your --</p> <p>4 A. Yeah, because I was never presented</p> <p>5 any evidence that would show that it wasn't</p> <p>6 possible. I know that there were concerns</p> <p>7 raised. I know that there were concerns by</p> <p>8 Judge Vano that said it's not humanly</p> <p>9 possible or feasible for anyone to work those</p> <p>10 hours.</p> <p>11 Q. Okay.</p> <p>12 And just touching on a moment with</p> <p>13 the Supreme Court of the State of New York</p> <p>14 Complaint you filed pro se in the SiriusXM</p> <p>15 matter, you are a named plaintiff in this</p> <p>16 pleading, and so is someone named Jack Sorge,</p> <p>17 S-O-R-G-E.</p> <p>18 Can you tell me who Mr. Sorge is,</p> <p>19 and if I'm saying it incorrectly. You</p> <p>20 actually pleaded as John (Jack) Sorge, and</p> <p>21 Mr. Sorge is one of the signatories in</p> <p>22 addition to you on the pro se.</p> <p>23 A. Yeah. He was another shareholder</p> <p>24 who was not happy with the terms of the</p>	<p>1 California. It may have no meaning to you.</p> <p>2 Do you have any sense of the part</p> <p>3 of the state Mr. Sorge was from? Was it</p> <p>4 close to Philly? Was it not close to Philly?</p> <p>5 If you don't know, it's okay.</p> <p>6 A. I don't know. The only thing I</p> <p>7 know is I took the ferry from New York over</p> <p>8 and met him there and we didn't drive that</p> <p>9 far.</p> <p>10 Q. So that would be North Jersey, for</p> <p>11 sure.</p> <p>12 So if you took the ferry into</p> <p>13 northern New Jersey, from Manhattan?</p> <p>14 A. Yes.</p> <p>15 Q. Yeah.</p> <p>16 Then I don't think anybody would</p> <p>17 quarrel with the characterization of that</p> <p>18 being North Jersey.</p> <p>19 A. I thought that was pretty cool.</p> <p>20 MR. MERRIGAN: I'm always</p> <p>21 surprised how much farther North</p> <p>22 Jersey goes past New York City.</p> <p>23 MR. ROSENZWEIG: Much indeed.</p> <p>24</p>
Page 203	Page 205
<p>1 merger, and we filed the Complaint together.</p> <p>2 Q. Okay.</p> <p>3 And how --</p> <p>4 A. He was an older gentleman in his</p> <p>5 80s. I don't even know if he's still living</p> <p>6 today.</p> <p>7 Q. How did you know Mr. Sorge, or how</p> <p>8 did you become acquainted with him?</p> <p>9 A. I had started a called group called</p> <p>10 SaveSirius.org, and had thousands of</p> <p>11 shareholders that were interested in what was</p> <p>12 going on with that entity and with the</p> <p>13 manager, et cetera.</p> <p>14 Q. Okay.</p> <p>15 And do you know where Mr. Sorge</p> <p>16 either is or was from?</p> <p>17 A. New Jersey.</p> <p>18 Q. Do you know where in New Jersey?</p> <p>19 A. I actually visited him at his</p> <p>20 house, but I don't recall where.</p> <p>21 Q. Okay.</p> <p>22 For those of us who are Philly</p> <p>23 people, there's north, central, and South</p> <p>24 Jersey. So could you -- you're from</p>	<p>1 BY MR. ROSENZWEIG:</p> <p>2 Q. Okay.</p> <p>3 And is it fair and correct that the</p> <p>4 Weiser Law Firm never agreed to represent</p> <p>5 your interest in the SiriusXM derivative</p> <p>6 litigation?</p> <p>7 A. Yes.</p> <p>8 Q. Okay.</p> <p>9 And did Kahn Swick ever ultimately</p> <p>10 take up representation of you?</p> <p>11 A. They ultimately filed a case. I</p> <p>12 know Judge Rakoff was the judge. I don't</p> <p>13 know if I was a named plaintiff in this case.</p> <p>14 I don't recall, but it was maybe</p> <p>15 similar circumstances to the case I tried to</p> <p>16 file pro se. I don't recall.</p> <p>17 Q. Okay. Got it. Thanks.</p> <p>18 Mr. Hartleib, I'm going to ask you</p> <p>19 some questions about a certain Wall Street</p> <p>20 Journal article that was published with</p> <p>21 respect to the billing in the Sprint-Nextel</p> <p>22 case, and the Court's ruling in that record,</p> <p>23 as well as the Silow disbarment status.</p> <p>24 I'm saying those things broadly,</p>

52 (Pages 202 - 205)

Page 206	Page 208
<p>1 right.</p> <p>2 You spoke with the journalist from</p> <p>3 the Wall Street Journal, did you not?</p> <p>4 A. Yes. I believe his name was</p> <p>5 Joseph Palazzolo.</p> <p>6 Q. And Mr. Palazzolo contacted you, or</p> <p>7 did you contact him?</p> <p>8 A. I don't recall. I may have reached</p> <p>9 out to him. I don't recall.</p> <p>10 Q. Okay.</p> <p>11 So you -- and do you know who</p> <p>12 initiated the contact?</p> <p>13 A. I don't recall. It could have been</p> <p>14 me. I don't actually remember.</p> <p>15 Q. Okay.</p> <p>16 Do you know if it was prior to the</p> <p>17 publication of the article itself?</p> <p>18 A. It was prior.</p> <p>19 Q. Okay.</p> <p>20 And if you reached out to the</p> <p>21 gentleman from the Wall Street Journal, whom</p> <p>22 you identified, how did you know he was</p> <p>23 working on a story?</p> <p>24 A. I didn't.</p>	<p>1 And did you speak with anybody</p> <p>2 other than Mr. -- how did you say it --</p> <p>3 Palazzolo?</p> <p>4 A. Palazzolo.</p> <p>5 Q. Palazzolo.</p> <p>6 A. In what regard.</p> <p>7 Q. With respect to the Wall Street</p> <p>8 Journal article in any regard, anybody else</p> <p>9 other than Mr. Palazzolo.</p> <p>10 MR. MERRIGAN: From the Wall</p> <p>11 Street Journal?</p> <p>12 MR. ROSENZWEIG: From the Wall</p> <p>13 Street Journal, yes, thanks.</p> <p>14 THE WITNESS: I may have. I</p> <p>15 had connections at the Wall Street</p> <p>16 Journal from prior stories that</p> <p>17 were written. A Sarah McBride. So</p> <p>18 someone may have referred to</p> <p>19 Mr. Palazzolo. I don't recall.</p> <p>20 BY MR. ROSENZWEIG:</p> <p>21 Q. Okay.</p> <p>22 But is Mr. Palazzolo the only</p> <p>23 person from the Wall Street Journal with</p> <p>24 which you had substantive discussions about</p>
Page 207	Page 209
<p>1 Q. Okay.</p> <p>2 So why might --</p> <p>3 A. I think I gave him the information</p> <p>4 which led to the story.</p> <p>5 Q. Okay.</p> <p>6 So you initiated a contact with the</p> <p>7 Wall Street Journal?</p> <p>8 A. I don't remember if he reached out</p> <p>9 to me, or if I reached out to him. But it's</p> <p>10 my understanding that I provided him with</p> <p>11 some of the information to draft the story.</p> <p>12 Q. Okay.</p> <p>13 And this is prior to the March 13,</p> <p>14 2017 publication of that article?</p> <p>15 A. I believe so. I believe I provided</p> <p>16 Judge Vano's orders, yes.</p> <p>17 Q. Okay.</p> <p>18 And can we agree that the article</p> <p>19 is entitled, quote, "One Lawyer 6,905 Hours</p> <p>20 Leads to a 1.5 million bill in a Sprint</p> <p>21 Suit"?</p> <p>22 A. I don't have the article in front</p> <p>23 of me, but it sounds familiar.</p> <p>24 Q. Okay.</p>	<p>1 the Weiser Law Firm and the Sprint-Nextel</p> <p>2 merger?</p> <p>3 A. I don't know.</p> <p>4 Q. Okay.</p> <p>5 Anybody else you can think of?</p> <p>6 A. Other than maybe I reached out to</p> <p>7 Sarah McBride, and I think that she was no</p> <p>8 longer there. I think that might have been</p> <p>9 my first call.</p> <p>10 Q. Okay.</p> <p>11 A. If I was the one who initiated the</p> <p>12 call, she would have been the one I reached</p> <p>13 out to because I had -- she had done several</p> <p>14 articles in the past regarding SiriusXM.</p> <p>15 Q. Okay.</p> <p>16 And what was your purpose in</p> <p>17 reaching out to the Wall Street Journal for</p> <p>18 that substance?</p> <p>19 A. To draw attention to what had</p> <p>20 transpired in Kansas, if I did initiate the</p> <p>21 call.</p> <p>22 Q. Okay.</p> <p>23 Or if you didn't initiate the call</p> <p>24 and were just interviewed by Mr. Palazzolo,</p>

53 (Pages 206 - 209)

<p style="text-align: right;">Page 210</p> <p>1 was your motivation the same?</p> <p>2 A. Yeah. The motivation was to shed</p> <p>3 light on what transpired, given my concerns</p> <p>4 with derivative litigation for like over a</p> <p>5 decade at that point, I believe, so yes.</p> <p>6 Q. Okay.</p> <p>7 And did you raise the Weiser Law</p> <p>8 Firm or Rob Weiser by name in your</p> <p>9 discussions with Palazzolo?</p> <p>10 A. I don't recall, but the names would</p> <p>11 have been provided if I provided Judge Vano's</p> <p>12 orders.</p> <p>13 Q. Okay.</p> <p>14 And you are saying orders, plural,</p> <p>15 with an "S," so can you tell me what you</p> <p>16 provided specifically?</p> <p>17 A. I don't recall specifically, but</p> <p>18 I'm certain that I would have included the</p> <p>19 orders, as they're pretty much</p> <p>20 self-explanatory.</p> <p>21 There were two orders from</p> <p>22 Judge Vano. The first order was quite</p> <p>23 scathing. Subsequent to that first order,</p> <p>24 your clients filed a motion for</p>	<p style="text-align: right;">Page 212</p> <p>1 with. I wasn't happy with any of what had</p> <p>2 transpired in Kansas. What the article --</p> <p>3 specifically, I don't recall if there was</p> <p>4 something that I didn't think was accurate,</p> <p>5 or I didn't agree with.</p> <p>6 Q. Okay.</p> <p>7 Did you when speaking to</p> <p>8 Mr. Palazzolo from the Wall Street Journal</p> <p>9 make any allegations against the Weiser Law</p> <p>10 Firm or Rob Weiser about their criminal</p> <p>11 activity or alleged criminal activity?</p> <p>12 A. Not to my knowledge. I just</p> <p>13 provided the information that was outlined in</p> <p>14 the orders, and my involvement in the case as</p> <p>15 an objector.</p> <p>16 Q. Okay.</p> <p>17 Anything else that you recall you</p> <p>18 said to Mr. Palazzolo in your discussion or</p> <p>19 discussions with him?</p> <p>20 A. Not specifically that I recall, but</p> <p>21 I'm certain that I would have expressed my</p> <p>22 concerns over derivative litigation, and the</p> <p>23 fact that I feel as though a lot of it is</p> <p>24 lawyer-driven and the relief is not what the</p>
<p style="text-align: right;">Page 211</p> <p>1 reconsideration, whereby the judge issued a</p> <p>2 second order, which was equally as scathing,</p> <p>3 and I believe that those would have been</p> <p>4 provided to any reporters that I had spoken</p> <p>5 to.</p> <p>6 Q. Okay.</p> <p>7 And did you in conversations with</p> <p>8 Mr. Palazzolo from the Wall Street Journal</p> <p>9 give your opinion of the Weiser Law Firm or</p> <p>10 Rob Weiser's role with respect to Silow's</p> <p>11 billing records?</p> <p>12 A. Probably. I'm pretty opinionated.</p> <p>13 Q. Okay.</p> <p>14 And do you recall if you were</p> <p>15 specifically mentioned in the Wall Street</p> <p>16 Journal article by name?</p> <p>17 A. I don't recall.</p> <p>18 Q. Okay.</p> <p>19 Do you recall reading that article</p> <p>20 and -- after it was published?</p> <p>21 A. Yes.</p> <p>22 Q. Did you take issue with anything in</p> <p>23 that article that you recall?</p> <p>24 A. Well, the whole thing I took issue</p>	<p style="text-align: right;">Page 213</p> <p>1 shareholders deserve, that there's a problem</p> <p>2 with derivative litigation as a whole.</p> <p>3 Q. And that's your point of view about</p> <p>4 the whole derivative litigation practice,</p> <p>5 correct?</p> <p>6 A. Yes.</p> <p>7 Q. Anything else that you can recall</p> <p>8 about your dealings with Mr. Palazzolo or the</p> <p>9 Wall Street Journal?</p> <p>10 A. Not off the top of my head.</p> <p>11 Q. Okay.</p> <p>12 What I'm next going to turn your</p> <p>13 attention to is what is Exhibit-12, which</p> <p>14 we're going to mark as Hartleib-10.</p> <p>15 - - -</p> <p>16 (Whereupon, Email Dated March</p> <p>17 6, 2017, was marked as Exhibit</p> <p>18 Hartleib-10 for identification.)</p> <p>19 - - -</p> <p>20 BY MR. ROSENZWEIG:</p> <p>21 Q. Okay.</p> <p>22 Are you there?</p> <p>23 And take a minute to refresh your</p> <p>24 familiarity with it.</p>

54 (Pages 210 - 213)

<p style="text-align: right;">Page 214</p> <p>1 A. Yes, I'm reviewing.</p> <p>2 Q. Okay.</p> <p>3 It is a two-page document, although</p> <p>4 at the top it first says Page 2 of 3.</p> <p>5 A. Yes.</p> <p>6 Q. And then it says Page 3 of 3, as it</p> <p>7 reflects a previously filed document in the</p> <p>8 case.</p> <p>9 A. Yes.</p> <p>10 Q. Are you ready?</p> <p>11 A. I'm ready.</p> <p>12 Q. Okay. Great.</p> <p>13 So, Mr. Hartleib, this is a</p> <p>14 March 6, 2017 email from you, 8:37 p.m., to</p> <p>15 Rob Weiser on which a number of people are</p> <p>16 copied. It's subject is "Re: Ross-WMS" --</p> <p>17 can we take that to mean Williams?</p> <p>18 A. I believe so, yes.</p> <p>19 Q. -- "versus Sprint-Appellate Case</p> <p>20 Number 17-117139-A," right?</p> <p>21 A. Yes.</p> <p>22 Q. Okay.</p> <p>23 The people copied on this email by</p> <p>24 you are whom?</p>	<p style="text-align: right;">Page 216</p> <p>1 Q. For?</p> <p>2 A. For your clients.</p> <p>3 Q. Okay.</p> <p>4 Mr. Aguilar from Robbins Arroyo?</p> <p>5 A. Yes.</p> <p>6 Q. What was his role?</p> <p>7 A. I believe he had -- I believe all</p> <p>8 of these parties had consolidated complaints.</p> <p>9 There were six or so that were consolidated</p> <p>10 into one. I believe all of them had actions</p> <p>11 that were consolidated in the Ross-Williams</p> <p>12 action that your clients kind of led.</p> <p>13 Q. Okay.</p> <p>14 And so George Aguilar was from</p> <p>15 Robbins Sarroyo, as Brian Robbins, as was</p> <p>16 Jay Razzouk, correct?</p> <p>17 A. Yes.</p> <p>18 Q. Okay.</p> <p>19 And Laura Jakubec is from the same</p> <p>20 firm as Tom Hershewe?</p> <p>21 A. Local counsel.</p> <p>22 Q. Okay.</p> <p>23 And, then, who's Jill Boren?</p> <p>24 A. She is Judge Vano's clerk.</p>
<p style="text-align: right;">Page 215</p> <p>1 A. The parties that were in the</p> <p>2 underlying Sprint case that led to the</p> <p>3 appeal.</p> <p>4 Q. Okay.</p> <p>5 And by "the parties" you mean</p> <p>6 counsel?</p> <p>7 A. Yes, the attorneys involved.</p> <p>8 Q. Okay.</p> <p>9 Who was Mark McGrory?</p> <p>10 A. Defense attorney for Sprint, I</p> <p>11 believe.</p> <p>12 Q. Okay.</p> <p>13 And the two Skadden lawyers, Mr.</p> <p>14 Kasner, and Mr. Musoff?</p> <p>15 A. Defense attorneys for either --</p> <p>16 there were defense counsel there for the</p> <p>17 individual defendants, and there were defense</p> <p>18 counsel for the corporation.</p> <p>19 Q. Okay.</p> <p>20 Mr. Ficaro and Mr. Stecker from the</p> <p>21 Weiser firm, correct?</p> <p>22 A. Correct.</p> <p>23 Q. Mr. Hershewe, who is he?</p> <p>24 A. Yeah. Local counsel.</p>	<p style="text-align: right;">Page 217</p> <p>1 Q. And why did you put her as a CC on</p> <p>2 this email?</p> <p>3 A. She was -- Judge Vano's clerk was</p> <p>4 copied on all correspondence I had with the</p> <p>5 Court.</p> <p>6 At one point in time, I had -- I</p> <p>7 was remiss as a lay party, and I had sent a</p> <p>8 letter or correspondence to the Court, and</p> <p>9 did not copy all of the other attorneys in</p> <p>10 the case and I was quasi admonished by</p> <p>11 Judge Vano.</p> <p>12 So after that point forward, I made</p> <p>13 sure that every party was copied on every</p> <p>14 correspondence.</p> <p>15 Q. And who is -- I think the last</p> <p>16 person I haven't mentioned is Al Yates,</p> <p>17 Alfred Yates?</p> <p>18 A. He had a consolidated Complaint as</p> <p>19 well, I believe.</p> <p>20 Q. Okay.</p> <p>21 So what was your purpose in writing</p> <p>22 this email?</p> <p>23 A. To follow the Court's instructions.</p> <p>24 You mean, copying the parties?</p>

<p style="text-align: right;">Page 218</p> <p>1 Q. No, no, your purpose in the</p> <p>2 authorship in the first place.</p> <p>3 A. Same purpose I've had all the way</p> <p>4 along, trying to get to the bottom of what</p> <p>5 was transpiring in Kansas, exposing fraud,</p> <p>6 and alerting the Court.</p> <p>7 Q. Okay.</p> <p>8 And so just to be clear, you</p> <p>9 intended to communicate that to Rob Weiser.</p> <p>10 What was your intention of copying</p> <p>11 all these parties, all these lawyers?</p> <p>12 A. Because it was sent to Judge Vano,</p> <p>13 and Judge Vano's clerk. So the intent -- I</p> <p>14 believe the intent was to notify Judge Vano</p> <p>15 as to what was taking place in the appeal,</p> <p>16 and letting him know that I was seeking a</p> <p>17 remand.</p> <p>18 Q. And you did that by copying</p> <p>19 Ms. Boren, right, that was the root to</p> <p>20 Judge Vano?</p> <p>21 A. I didn't have Judge Vano's email,</p> <p>22 so all correspondence went to Jill Boren.</p> <p>23 Q. I'm not criticizing it. I'm just</p> <p>24 making sure that that's --</p>	<p style="text-align: right;">Page 220</p> <p>1 Q. When you say, quote, "Your attempts</p> <p>2 to obfuscate your chicanery in this case is</p> <p>3 galvanizing my convictions" --</p> <p>4 A. Mm-humm.</p> <p>5 Q. -- I understand that's a partial</p> <p>6 statement of, you know, what the full</p> <p>7 statement is here on paper.</p> <p>8 What chicanery are you talking</p> <p>9 about, to what are you referring?</p> <p>10 A. I'm referring to the use of parties</p> <p>11 that didn't exist or aliases, or fraudulent</p> <p>12 billing logs, time sheets, you know, you have</p> <p>13 to understand it's very easy to take certain</p> <p>14 statements out of context without reading all</p> <p>15 of the pleadings that lead up to these</p> <p>16 statements. But I was being attacked</p> <p>17 viciously in pleadings during this particular</p> <p>18 period of time, as I'm only trying to uncover</p> <p>19 the truth.</p> <p>20 Q. Which you characterize as</p> <p>21 chicanery?</p> <p>22 A. Yes.</p> <p>23 Q. Okay.</p> <p>24 And then you after saying, "Is</p>
<p style="text-align: right;">Page 219</p> <p>1 A. Yes.</p> <p>2 Q. -- what you're referring to?</p> <p>3 A. Yes. And I did not want to copy</p> <p>4 the Court on anything without copying all</p> <p>5 parties that were involved in the</p> <p>6 consolidated actions because I was admonished</p> <p>7 once for that. I didn't want to be</p> <p>8 admonished again.</p> <p>9 Q. When you say on Page 2 of the -- of</p> <p>10 this document, which I've marked as</p> <p>11 Hartleib-10, "This lawyer-driven litigation</p> <p>12 must and will cease," are you referring to</p> <p>13 specifically the Sprint derivative case or</p> <p>14 all derivative cases?</p> <p>15 A. I think that's a generic statement</p> <p>16 that is saying this and all other cases in</p> <p>17 general. I think it's a generalized</p> <p>18 statement. It's hard to know what my frame</p> <p>19 of mind was during this correspondence.</p> <p>20 It looks as though I wasn't</p> <p>21 particularly pleased as to what was going on,</p> <p>22 so, but I'm pretty certain that that was a</p> <p>23 general statement to include all derivative</p> <p>24 litigation.</p>	<p style="text-align: right;">Page 221</p> <p>1 galvanizing my convictions," you go on to</p> <p>2 say, "strengthening my resolve to expose all</p> <p>3 of the corrupt parties in this case."</p> <p>4 A. Yes.</p> <p>5 Q. Who are the "corrupt parties" to</p> <p>6 whom you referred?</p> <p>7 A. Well, at that time my belief was --</p> <p>8 and on information and belief, it was several</p> <p>9 parties and several firms all working</p> <p>10 together to submit fraudulent or exaggerated</p> <p>11 billing logs using a disbarred attorney to</p> <p>12 bill \$1.7 million of those hours, for</p> <p>13 example.</p> <p>14 Q. Okay.</p> <p>15 And specifically directing that to</p> <p>16 the Silow issues with the Weiser firm?</p> <p>17 A. Well, at that particular point in</p> <p>18 time, I had no idea how broad breadth the</p> <p>19 fraud in the case was. I mean, it was</p> <p>20 shocking to find out what we had found out at</p> <p>21 this particular point in time.</p> <p>22 Judge Vano found it shocking. I</p> <p>23 mean, I think that this shocked the moral</p> <p>24 sensibilities of the Court, me, and other</p>

56 (Pages 218 - 221)

<p style="text-align: right;">Page 222</p> <p>1 parties as well. I didn't know to what 2 extent the fraud was. I know all the 3 ad hominem attacks I was -- that were 4 incoming, as I was uncovering these things. 5 So, at this particular point in 6 time, I gave you the examples. I don't 7 know -- I didn't know at this particular 8 point in time what other fraud or examples we 9 may find. 10 Q. Okay. 11 But you've shared with me now the 12 extent of the knowledge you had when you 13 wrote this email? 14 A. To the best of my recollection, 15 yes. 16 Q. Okay. 17 I'd like to turn your attention to 18 what is Exhibit-13, which I will mark as 19 Hartleib-11. 20 - - - 21 (Whereupon, Declaration of 22 Monica Ross-Williams, was marked as 23 Exhibit Hartleib-11 for 24 identification.)</p>	<p style="text-align: right;">Page 224</p> <p>1 Q. Was the call unsolicited by her? 2 A. Yes. 3 Q. Okay. 4 Do you take any issue with the fact 5 that she didn't know how you got her number, 6 other than she believed it was via an 7 internet search? 8 A. No. 9 Q. And is it also correct that she 10 states she never previously had any contact 11 engagement or involvement with you? 12 A. Do I have a problem with that? 13 Q. Right. 14 A. No. 15 Q. Okay. 16 So there's nothing in Paragraph 2 17 with which you actually disagree? 18 A. No. 19 Q. Okay. 20 A. I mean, just in describing the 21 document, this is her interpretation of our 22 correspondence. 23 Q. Yeah, but I was talking about 24 Paragraph 2.</p>
<p style="text-align: right;">Page 223</p> <p>1 - - - 2 BY MR. ROSENZWEIG: 3 Q. And it's the -- this is the 4 Declaration of Monica Ross-Williams in the 5 Sprint-Nextel case. 6 And, really, what I want to do is 7 turn your attention to Paragraph 2 of it. 8 A. (Witness complies.) 9 Q. Okay. 10 Which references the unsolicited 11 telephone call from you to 12 Monica Ross-Williams. 13 A. Okay. 14 Q. Okay. 15 Is this the telephone call about 16 which we previously engaged? 17 A. This is her interpretation of the 18 telephone call that we previously discussed. 19 Q. Well, I don't know if there is any 20 interpretation in Paragraph 2. 21 Do you have any reason to believe 22 that the call was not the evening of March 6, 23 2017? 24 A. No.</p>	<p style="text-align: right;">Page 225</p> <p>1 A. That's fine. 2 Q. That's fine. 3 A. That's okay. 4 Q. And because this was a filed 5 document in the -- well, strike that. 6 Was this, to the best of your 7 knowledge, a filed document in this 8 Sprint-Nextel case? 9 A. I believe so, yes, but this is also 10 not stamped. 11 Q. I agree. This is not stamped from 12 the Sprint-Nextel case. 13 A. Right, but I believe it was, so I 14 can't swear to its authenticity because it 15 isn't stamped, but I believe it is, yes. 16 Q. Okay. 17 Can you -- and I want to do this 18 kind of quickly, so I can do it paragraph by 19 paragraph. 20 But could you read through, and 21 tell me with what you differ in this Monica 22 Ross-Williams declaration? 23 MR. MERRIGAN: So you want him 24 to read through and point out what</p>

57 (Pages 222 - 225)

<p style="text-align: right;">Page 226</p> <p>1 he, if anything, disagrees with?</p> <p>2 MR. ROSENZWEIG: Yeah,</p> <p>3 correct. And I can ask the</p> <p>4 questions in pieces, but I'm trying</p> <p>5 to be efficient here.</p> <p>6 THE WITNESS: Okay. Tell me</p> <p>7 when you are ready to begin.</p> <p>8 BY MR. ROSENZWEIG:</p> <p>9 Q. Go ahead. You can begin.</p> <p>10 A. Paragraph 3, "highly</p> <p>11 confrontational manner," that's incorrect.</p> <p>12 Q. Keep going.</p> <p>13 A. She did ask me to speak to her</p> <p>14 counsel. So that part is true. I explained</p> <p>15 to her why I could not speak to her counsel</p> <p>16 with regard to this. I didn't --</p> <p>17 Paragraph 4, I didn't try to</p> <p>18 continue the conversation. I did continue</p> <p>19 the conversation with her, making references</p> <p>20 to the orders that she was unfamiliar with,</p> <p>21 knew nothing of the orders from Judge Vano in</p> <p>22 her own case.</p> <p>23 I told her that I found her number</p> <p>24 in relation to -- it took me five minutes</p>	<p style="text-align: right;">Page 228</p> <p>1 fact, there's case law all over the place</p> <p>2 that suggests parties, even adverse parties,</p> <p>3 to an action communicate without their</p> <p>4 attorneys.</p> <p>5 Q. So did you appeal the March 30th,</p> <p>6 2017 Order of the Court?</p> <p>7 A. I'm sure, I did.</p> <p>8 Q. Okay.</p> <p>9 Was that order amended or reversed?</p> <p>10 A. Phil, the Court got one wrong.</p> <p>11 They got most of it right, but they actually</p> <p>12 got one wrong.</p> <p>13 Q. So say you. Okay.</p> <p>14 Please tell me more about what's --</p> <p>15 with what you differ in the</p> <p>16 Monica Ross-Williams declaration.</p> <p>17 A. Number -- the fifth paragraph, I</p> <p>18 didn't call to intimidate her. I called to</p> <p>19 ascertain her level of involvement in the</p> <p>20 case, and her level of knowledge as to what</p> <p>21 was taking place.</p> <p>22 So it says she felt uncomfortable,</p> <p>23 but any time she could have hung up the phone</p> <p>24 call. Amazing that she felt threatened and</p>
<p style="text-align: right;">Page 227</p> <p>1 online to find her number, with regard to</p> <p>2 the -- do you want to tackle that name</p> <p>3 somebody -- yep, Ypsilanti Township, so</p> <p>4 that's where I found her number. It was</p> <p>5 listed publicly based on that.</p> <p>6 Number 5, I have no reason why she</p> <p>7 would be taken back or frightened, probably</p> <p>8 because she hadn't had any communication with</p> <p>9 her counsel for years in the case, but she</p> <p>10 should be expecting a call from fellow</p> <p>11 shareholders. There's nothing wrong with a</p> <p>12 fellow shareholder contacting a lead</p> <p>13 plaintiff representative in a shareholder</p> <p>14 derivative case.</p> <p>15 Q. Well, let me interrupt you right</p> <p>16 there for a second.</p> <p>17 Isn't it so that there was a</p> <p>18 March 30, 2017 order from the Kansas appeals</p> <p>19 court, which determined that your call</p> <p>20 violated Kansas Rules of Professional Conduct</p> <p>21 4.2?</p> <p>22 A. I'm not bound by the Rules of</p> <p>23 Professional Conduct. I'm not an attorney.</p> <p>24 That's for counsel. I'm not a counsel. In</p>	<p style="text-align: right;">Page 229</p> <p>1 intimidated when I'm in California, and she's</p> <p>2 in Michigan.</p> <p>3 So on the eighth -- the eighth</p> <p>4 paragraph, I believe it is, I forwarded the</p> <p>5 emails at her request. She provided me with</p> <p>6 an email that was not listed online with the</p> <p>7 private email, whereby I gave her copies of</p> <p>8 Judge Vano's orders, and a copy of the appeal</p> <p>9 that had been filed on her behalf, which she</p> <p>10 had absolutely no knowledge of.</p> <p>11 So I see this is in regard to --</p> <p>12 this letter is in regard to my request to</p> <p>13 rescind or reconsider the protective order.</p> <p>14 There were other letters that predated this,</p> <p>15 but I see this is -- this is -- this is in</p> <p>16 response to the actual -- my requesting the</p> <p>17 Court rescind the protective order.</p> <p>18 She was contacted one time. I</p> <p>19 informed the Court there was no need for a</p> <p>20 protective order. I gathered the information</p> <p>21 that I needed, which was to find out her</p> <p>22 involvement, which was little to none. Her</p> <p>23 sophistication in the case, which was subpar,</p> <p>24 at best, and there was no need for me contact</p>

58 (Pages 226 - 229)

Page 230	Page 232
<p>1 her ever again. I informed the appellate 2 court of that, so there was no need for a 3 protective order. 4 Q. And was a protective order 5 ultimately entered? 6 A. It was entered, yes. So they 7 denied my request. 8 Q. Okay. 9 A. Like I said, the Court got one 10 wrong. 11 Q. Anything else -- well, that would 12 be the second thing they got wrong, according 13 to you, right? 14 A. That's true. 15 Q. Okay. 16 A. Yeah. They got it wrong twice. At 17 least their consistent. 18 Q. Anything else that you want to tell 19 me with which you take issue in this 20 document, understanding that things that you 21 said may permeate more than one paragraph. 22 A. You know, no, I mean, if there's 23 something I'm missing, I'm sure you'll point 24 it out to me.</p>	<p>1 Q. And it attaches an email from you 2 of March 7, 2017, 7:21 p.m., to a series of 3 people addressed to Mr. Weiser, correct? 4 A. Yes. 5 Q. Let's break these into two, 6 actually. I'd like to take to two-page email 7 from you to Monica Ross-Williams, and call 8 that 12. 9 And, then, the March 17, 2017 cease 10 and desist letter in the email that attached 11 as Hartleib-13. 12 Okay, Mr. Hartleib? 13 A. Okay. 14 - - - 15 (Whereupon, Letter Dated March 16 7, 2017, was marked as Exhibit 17 Hartleib-13 for identification.) 18 - - - 19 MR. ROSENZWEIG: The 20 attachment is the letter. 21 MR. MERRIGAN: Okay. 22 MR. ROSENZWEIG: So the letter 23 is the two-page letter with the 24 one-page attachment. Okay? Great.</p>
Page 231	Page 233
<p>1 Q. Okay. 2 Let's look at Tab 14, which I'm 3 going to mark as Hartleib-12. 4 - - - 5 (Whereupon, Email Dated March 6 7, 2017, was marked as Exhibit 7 Hartleib-12 for identification.) 8 - - - 9 BY MR. ROSENZWEIG: 10 Q. There are actually two components 11 to this. There is a March 7, 2017, 4:25 a.m. 12 email from you to kayla9170@yahoo.com. 13 Is that Monica Ross-Williams? 14 A. I don't have knowledge of that now, 15 but it appears that that is the email she 16 provided. 17 Q. Because your email begins, "Dear 18 Ms. Williams." 19 A. Right. So I'm assuming that's her 20 email. 21 Q. And the second part of this is a 22 March 2007 letter from Rob Weiser and the 23 Weiser Law Firm to you? 24 A. Yes.</p>	<p>1 BY MR. ROSENZWEIG: 2 Q. So, Mr. Hartleib, with respect to 3 the March 7, 2017, 4:25 a.m. email from you 4 to kayla9170@yahoo.com, is this an email that 5 you sent to Monica Ross-Williams, and even 6 though you're not immediately familiar with 7 the email address, it says, "Dear 8 Ms. Williams," and you believe it to be here? 9 A. Yes. 10 Q. Or believe it to be she. 11 The people who are copied on this 12 email are many of the same lawyers in that 13 firm. 14 Ms. Boren is Judge Vano's clerk, 15 correct? 16 A. Correct. 17 Q. Who is HMSK@HFMlegal.com? 18 A. I don't know. 19 Q. Who is Perry Brandt? 20 A. So these -- Perry Brandt, I know -- 21 these folks appeared -- they were at oral 22 arguments at the appellate court hearing. 23 They were defense counsel for either Sprint 24 or the executives. I don't know which.</p>

59 (Pages 230 - 233)

Page 234	Page 236
<p>1 Who this is, "HMSK," I don't know, 2 off the top of my head, but it would have 3 been one of the parties that was involved in 4 the Sprint appeal. 5 Q. Okay. 6 And who's docketing@ERISEIP? 7 A. ERISE is the law firm that Mark 8 McGrory worked for or was... 9 Q. But what's "docketing," do you 10 know? 11 A. I have no idea. 12 Q. Okay. 13 A. Yeah, I don't know. 14 So what happened in some of these 15 correspondence is I would take a prior 16 correspondence that was to the same parties 17 and copy those emails and paste them into the 18 new correspondence because it's extremely 19 time consuming when there are this many 20 attorneys and consolidated cases. It's 21 confusing, and, you know, so that's what 22 would have happened. 23 One thing I would like to point 24 out, too, with regard to this email, it says</p>	<p>1 Q. Okay. 2 Because it's Greg Wright, and, 3 then, there's a semicolon before 4 tom@dollar.law. 5 A. That must be it, because that's not 6 Rob's email. 7 Q. Okay. 8 In your communication to 9 Ms. Williams, you state -- and I'll show you 10 where, but it's four lines up from the bottom 11 of the first page, quote, "I am no expert, 12 but when a firm admits criminal acts in a 13 case, I believe they are obligated to notify 14 you as the plaintiff." 15 And, then, the second quote, 16 "Mr. Weiser and his firm have already 17 contacted their bar associations and other 18 courts to self-report their criminal acts." 19 A. Yes. 20 Q. What criminal acts do those two 21 sentences refer to? 22 A. Submitting fraudulent billing to 23 the Court in the Sprint Nextel -- or the 24 Sprint case.</p>
Page 235	Page 237
<p>1 that it was at 4:25 a.m. That would have 2 been 1:25 Pacific Standard Time, when I 3 drafted the email. So she received it at 4 4:25 a.m. I was on the phone with her late 5 in the evening. 6 And, then, I said that I would 7 forward these emails to her. Your clients 8 made it sound like despite me being warned 9 not to contact her or communicate with her, 10 that there was a continued course of contact, 11 which there wasn't. There was one 12 communication with her via telephone. 13 I provided the documents that I 14 said I would provide, that she wanted, at her 15 email address. But that would have been at 16 1:25 by the time I got around to doing it 17 that evening. 18 Q. Okay. 19 So let's look at the substance of 20 one more question, because who is Tom -- who 21 is Greg Wright? I'm sorry. 22 A. I don't know, but he looks like 23 he's with Dollar Burns & Becker, which would 24 have been local counsel as well.</p>	<p>1 Q. Whose criminal acts are you 2 alleging that to be? 3 A. The Weiser firm, and, I guess, 4 Alexander Silow's or Jeffrey Silow that we 5 know him to be. 6 Q. On what basis do you assert that 7 the Weiser firm or Rob Weiser committed a 8 criminal act? 9 A. The lawyers were working for him 10 and his firm, I would assume, under his 11 leadership. 12 Q. Do you have a working 13 understanding, Mr. Hartleib, of what the 14 elements are of a crime in that regard, 15 meaning the legal elements of a crime? 16 A. I mean, my understanding of the 17 definition of a crime is to commit criminal 18 acts. You don't have to be prosecuted for 19 the crime to be a criminal. 20 So as affirmed by the appellate 21 court, fraud was submitted to the Court. 22 Fraud took place. Fraud is a crime in my 23 estimation. 24 Q. Okay.</p>

60 (Pages 234 - 237)

Page 238	Page 240
<p>1 And you are in this email accusing 2 Rob Weiser and the Weiser firm of committing 3 criminal acts? 4 A. I'm saying that criminal acts took 5 place in her case, yes, that she was unaware 6 of. 7 Q. And that Rob Weiser and/or the 8 Weiser firm are the perpetrators of those 9 crimes? 10 A. Okay. 11 Is that a question? 12 Q. It is a question. And I'm asking 13 you to confirm or deny what I've said to you. 14 You said, quote, "Mr. Weiser and 15 his firm have already contacted their bar 16 associations and other courts to self-report 17 their criminal acts." 18 Okay. What criminal acts of 19 Rob Weiser or the Weiser firm are you 20 referring to in that statement? 21 MR. MERRIGAN: Objection. It 22 has been asked and answered. 23 You can answer again. 24 THE WITNESS: Having a</p>	<p>1 BY MR. ROSENZWEIG: 2 Q. -- "and will be filing formal 3 complaints." 4 Did you file formal complaints in 5 either Pennsylvania or Kansas? 6 A. I don't think I had a chance to do 7 that. I did contact detectives or 8 investigators. I wasn't sure who to contact. 9 I started in Kansas reaching out to try to 10 inquire as to who I would contact. I was 11 then told, because they were domiciled here, 12 to contact the District Attorney's Office 13 here, I believe, if I remember the chain of 14 events correctly. 15 Q. Okay. 16 And did you speak to either an 17 investigating officer or a member of the 18 District Attorney's Office in Montgomery 19 County, Pennsylvania? 20 A. I believe so, yes. 21 Q. With whom did you speak? 22 A. I'm drawing a blank. 23 Q. Okay. 24 If you don't remember, you don't</p>
Page 239	Page 241
<p>1 disbarred attorney under their 2 employ submitting millions of 3 dollars in fraudulent billing. 4 BY MR. ROSENZWEIG: 5 Q. And that is the basis on which you 6 accuse Rob Weiser and Rob Weiser's law firm 7 of being criminals? 8 MR. MERRIGAN: Objection to 9 form. 10 But you can answer. 11 THE WITNESS: It kind of 12 speaks for itself. 13 BY MR. ROSENZWEIG: 14 Q. Okay. 15 You then say, and I quote, "I have 16 contacted the District Attorney's Offices in 17 Pennsylvania and Kansas and will be filing 18 formal criminal complaints." 19 When you say, "and will be filing 20 formal criminal complaints" -- 21 MR. MERRIGAN: It doesn't say, 22 "criminal." 23 MR. ROSENZWEIG: I'm sorry. 24 You're right. It doesn't.</p>	<p>1 remember. And if it comes back to you later 2 with something else -- 3 A. I just saw his name, and it's at 4 the tip of my mind, but I can't think of it. 5 Goggins. Detective Goggins, I believe. 6 Q. Okay. 7 And what did you discuss with 8 Detective Goggins? 9 A. What transpired in Kansas, the 10 Sprint case. 11 Q. And did you tell him that you 12 believe that either Mr. Weiser or The Weiser 13 Law Firm were guilty of criminal acts? 14 A. I told him that fraud was committed 15 in the case. 16 Q. You say on the second page of this 17 email, which is Hartleib-12, "I will provide 18 incontrovertible proof that Mr. Weiser, et 19 al, is as guilty as Mr. Silow." 20 Do you see that? 21 A. Yes. 22 Q. What incontrovertible proof do you 23 have that Mr. Silow is as guilty -- I'm 24 sorry, that Mr. Weiser is as guilty as</p>

61 (Pages 238 - 241)

<p style="text-align: right;">Page 242</p> <p>1 Mr. Silow? What proof did you have at the 2 time you wrote this? 3 A. The only proof I had at the time 4 that this was written, I believe -- and this 5 is from memory -- is the fact that he was 6 presented -- that Mr. Silow was presented to 7 the Weiser Law Firm as Jeffrey Silow; that 8 Alexander became the person filing all the 9 sworn declarations and the affidavits, et 10 cetera, et cetera. 11 So the proof that I had at the time 12 was that Mr. Weiser knew exactly who 13 Mr. Silow was because for years -- for a 14 decade under his employ, or as a 1099 15 attorney, whatever you are suggesting that he 16 is, that he knew him as Jeffrey; that no one 17 ever knew him as Alexander. 18 So, to me, in my mind, the 19 incontrovertible proof was he knew he was not 20 Alexander. He knew he was Jeffrey. He hired 21 him as Jeffrey. 22 Q. Okay. 23 Anything else? 24 A. I mean, that's what I can remember</p>	<p style="text-align: right;">Page 244</p> <p>1 is? 2 A. I don't know. 3 Q. Okay. 4 Is this March 7, 2017, 7:21 p.m., 5 email, Mr. Hartleib, your response to the 6 cease and desist letter from Mr. Weiser to 7 you of March 7, 2017? 8 A. Let me take a look at it. 9 Q. Take your time. 10 A. Yes, I believe so. 11 Q. Okay. 12 And in this email, you refer to, 13 quote, "Your fraudulent acts," so to 14 Mr. Weiser, correct? 15 And what are you -- what are the 16 fraudulent acts to which you refer? And I 17 can count the number of lines down for that 18 language. 19 Do you want me to point to it? 20 A. No, you don't need to. 21 Q. Okay. 22 So to what fraudulent acts are you 23 referring to? 24 A. The fraud that was committed upon</p>
<p style="text-align: right;">Page 243</p> <p>1 at this point. 2 Q. Okay. 3 Now, I would like to turn your 4 attention to what I've marked as Hartleib-13, 5 which is the March 7, 2017 cease and desist 6 letter. I'm calling it a cease and desist 7 letter. And the March 7, 2017, 7:21 p.m., 8 email from you to -- it actually doesn't say 9 "To." It's a little odd. But there are lots 10 and lots of people copied on it. 11 It is the second page -- I'm sorry, 12 the third page of what I've marked as 13 Hartleib-13. It is clearly from you. And a 14 whole host of people are copied, including 15 Rob Weiser. 16 Do you know to whom this was sent? 17 It's missing the "To." Usually, there's a 18 "From" and a "To." 19 A. It was sent to all these parties, 20 all of these lawyers in all of the 21 consolidated cases. 22 Q. Okay. 23 Well, it shows that as a CC. It 24 doesn't show who the original recipient "To"</p>	<p style="text-align: right;">Page 245</p> <p>1 the Kansas court. 2 Q. With respect to the Silow billing 3 records? 4 A. With respect to the perjurious 5 declarations filed. 6 Q. By -- of Mr. Silow? 7 A. I think that there were other 8 parties that have affirmed and swore to the 9 accuracy of all of Mr. Silow's billing that 10 was submitted, so I will not say it was just 11 Mr. Silow. 12 I believe there were affidavits 13 from Mr. Weiser. I believe there were 14 affidavits from the Robbins firm, whether it 15 be Aguilar, Brian. It could have been a 16 myriad or multitude of lawyers. So I would 17 not just categorize it, unless I have all of 18 those documents in front of me. 19 But at the time I was in the heat 20 of battle, we had all of these documents 21 coming in, and I could more easily address 22 specifically which things I was referring to. 23 But the fact of the matter is this 24 was in response to the cease and desist</p>

62 (Pages 242 - 245)

<p style="text-align: right;">Page 246</p> <p>1 letter, and in response to my -- that we kind 2 of glazed over -- my email where I 3 memorialize every detail of the conversation 4 that I had with Ms. Ross-Williams because I 5 predicted the cease and desist letter would 6 be forthcoming. 7 Q. And that's the email that I marked 8 as Hartleib-12 that we discussed previously. 9 A. Yes. "Dear Ms. Williams, it was a 10 pleasure speaking with you." 11 Q. Right, right, right. 12 A. It's very cordial, I might add, if 13 you read the context of that email. I can 14 read it for the record, if you'd like. 15 Q. It's in the record. 16 A. Okay. 17 Q. It's my deposition. 18 A. All right. 19 Q. So if you would like to have 20 Mr. Merrigan read to you later, he can 21 certainly do that. 22 A. Phil, I'd like to point out one 23 other thing, if I may. 24 Q. Well, is it in response to a</p>	<p style="text-align: right;">Page 248</p> <p>1 You, again, make a statement in 2 this to Mr. Weiser, quote, "You, sir, and 3 your coconspirators are the ones that need to 4 cease and desist." 5 Do you see that? 6 A. Yes. 7 Q. Who do you allege were Mr. Weiser's 8 coconspirators? 9 MR. MERRIGAN: I'll give you 10 the same advice I gave you last 11 time about making any statements -- 12 THE WITNESS: Okay. 13 MR. MERRIGAN: -- that could 14 be argued, although I think they 15 should be protected by litigation 16 privilege in this case. 17 THE WITNESS: Yeah. So it's 18 good advice from counsel since 19 we're here for what should be 20 litigation privileged protected 21 statements. 22 That said -- I know you 23 disagree with that. That said, 24 it's hard to say at this particular</p>
<p style="text-align: right;">Page 247</p> <p>1 question I've asked? 2 A. It is. 3 Q. Okay. 4 A. The cease and desist letter, your 5 clients warned me in the strongest of terms 6 not to harass -- you know, basically not to 7 harass their client. But we all know that I 8 had every right to contact her as a 9 representative plaintiff representing my 10 interest, and one phone call is not 11 tantamount to harassment. It could have 12 would have to be a continued course of 13 conduct. In addition, it was for a 14 legitimate purpose, so it cannot be deemed 15 harassment. 16 Q. Well, I would say that there is an 17 Order of the Kansas Court that disagrees with 18 you. So -- 19 A. Touché. 20 Q. So I would respectfully say that 21 your colloquy is rejected by the Kansas 22 Court. Nevertheless, let me ask you my next 23 question about your March 7th responding 24 email, March 7, 2017.</p>	<p style="text-align: right;">Page 249</p> <p>1 point in time. As a layperson, 2 these cases are very confusing. 3 So when I refer to Mr. Weiser 4 in 99.99 percent of every pleading 5 I draft. And this wasn't a 6 pleading. This was an email to his 7 client, the clients supposed to be 8 representing my interest, or this 9 was an email to Rob himself, who 10 was supposed to be my lawyer, or 11 was at one point in time, which 12 begs the question: Why is he 13 taking an adverse position to a 14 former client in the first 15 instance. 16 BY MR. ROSENZWEIG: 17 Q. Which is answered by the fact that 18 he was never your lawyer in the first place. 19 A. That's your argument. 20 Q. Well, but -- if you're going to 21 make the argument -- 22 A. I understand -- 23 Q. I asked a simple question. 24 MR. MERRIGAN: Answer the</p>

63 (Pages 246 - 249)

Page 250	Page 252
<p>1 question, Michael.</p> <p>2 MR. ROSENZWEIG: Okay. Thank</p> <p>3 you.</p> <p>4 THE WITNESS: So it's very</p> <p>5 complicated because like even when</p> <p>6 you file on the docket, there are</p> <p>7 all of these cases. They're</p> <p>8 consolidated as one. There's --</p> <p>9 like in this case, I didn't even</p> <p>10 know that there was a master case</p> <p>11 number, like, so even knowing which</p> <p>12 docket to file on, you know, all of</p> <p>13 this.</p> <p>14 So I was always very careful,</p> <p>15 and I -- in the pleadings, and I</p> <p>16 would also include Robert Weiser,</p> <p>17 et al, amongst others, because I</p> <p>18 didn't know at this particular</p> <p>19 juncture how deep the fraud went,</p> <p>20 or how deep the conspiracy to</p> <p>21 defraud the Court went.</p> <p>22 I didn't know if they were all</p> <p>23 acting in unison, all acting as</p> <p>24 one, or if it was just the Weiser</p>	<p>1 referring specifically?</p> <p>2 A. I think there was enough evidence</p> <p>3 at this time for a good faith basis for, you</p> <p>4 know, concerns about everything.</p> <p>5 Q. Okay.</p> <p>6 What were those facts at this point</p> <p>7 in time that led you to use the term</p> <p>8 "coconspirators" with Mr. Weiser?</p> <p>9 A. A completely disinterested</p> <p>10 plaintiff that had little to zero involvement</p> <p>11 in the case; a case that was entirely</p> <p>12 lawyer-driven; a case that hired a disbarred</p> <p>13 criminal, potentially a felon, to bill \$1.7</p> <p>14 million of the \$4.5 million settlement.</p> <p>15 Voluminous ad hominem attacks</p> <p>16 against me that were directed by your client,</p> <p>17 and poorly put forward by local counsel, that</p> <p>18 was completely inept, and actually horrible</p> <p>19 at their job.</p> <p>20 I think that was enough.</p> <p>21 Q. Have you completed your answer?</p> <p>22 A. Yes.</p> <p>23 MR. ROSENZWEIG: Take a quick</p> <p>24 break.</p>
Page 251	Page 253
<p>1 firm or it was the Robbins firm</p> <p>2 involved. I don't know. I don't</p> <p>3 have all of those details.</p> <p>4 BY MR. ROSENZWEIG:</p> <p>5 Q. So you used the term</p> <p>6 "coconspirators" broadly to catch everybody</p> <p>7 theoretically in that net?</p> <p>8 A. Everybody was that was involved in</p> <p>9 this case, because it was -- it was -- it was</p> <p>10 an evolving thing. We're still finding out</p> <p>11 information.</p> <p>12 Q. Don't you think, Mr. Hartleib, or</p> <p>13 didn't you think in 2017 when you authored</p> <p>14 this email, that referring to lawyers as</p> <p>15 coconspirators was a weighty and serious</p> <p>16 thing to do?</p> <p>17 MR. MERRIGAN: Objection to</p> <p>18 form.</p> <p>19 But you can answer.</p> <p>20 THE WITNESS: I think it was</p> <p>21 fitting, given the circumstances.</p> <p>22 BY MR. ROSENZWEIG:</p> <p>23 Q. When you didn't even know to whom</p> <p>24 you were referring or about what you were</p>	<p>1 - - -</p> <p>2 (Whereupon, there was a brief</p> <p>3 recess held off the record at</p> <p>4 p.m.)</p> <p>5 - - -</p> <p>6 MR. ROSENZWEIG: Back on the</p> <p>7 record.</p> <p>8 - - -</p> <p>9 (Back on the record at</p> <p>10 p.m.)</p> <p>11 - - -</p> <p>12 BY MR. ROSENZWEIG:</p> <p>13 Q. Last question with respect to --</p> <p>14 let's just move on.</p> <p>15 I would like to turn your attention</p> <p>16 to Tab 16, which I'm going to mark as</p> <p>17 Hartleib-14.</p> <p>18 - - -</p> <p>19 (Whereupon, Email Dated April</p> <p>20 7, 2018, was marked as Exhibit</p> <p>21 Hartleib-14 for identification.)</p> <p>22 - - -</p> <p>23 BY MR. ROSENZWEIG:</p> <p>24 Q. And it's a relativity short</p>

64 (Pages 250 - 253)

<p style="text-align: right;">Page 254</p> <p>1 one-page email.</p> <p>2 Mr. Hartleib, take a minute and</p> <p>3 take a look at it.</p> <p>4 A. (Witness reviews document.)</p> <p>5 Yes.</p> <p>6 Q. It's an email from you to Laura</p> <p>7 Jakubec with copies to a number of people,</p> <p>8 including Rob Weiser.</p> <p>9 Do you see that?</p> <p>10 A. I do.</p> <p>11 Q. The subject is, "Ross-WMS," which</p> <p>12 we've agreed is Williams, "versus Sprint" and</p> <p>13 with the appellate case number.</p> <p>14 To whom -- who is Laura Jakubec?</p> <p>15 A. She was with Dollar Burns & Becker,</p> <p>16 local counsel, I believe.</p> <p>17 Q. Okay.</p> <p>18 And are you addressing her when you</p> <p>19 say, "when your position is indefensible"?</p> <p>20 A. Again, I believe that this was a</p> <p>21 general statement. It's interesting. I gave</p> <p>22 you a good segue into this document when I</p> <p>23 talked about the incompetence of that firm.</p> <p>24 They attacked me viciously in pleadings, I'm</p>	<p style="text-align: right;">Page 256</p> <p>1 embarrassment to the bar."</p> <p>2 What was embarrassing?</p> <p>3 A. Everything that they were doing. I</p> <p>4 mean, they were admonished by the appellate</p> <p>5 court. Their cross appeal was chock full of</p> <p>6 footnotes. The instructions from the Court</p> <p>7 was specifically no footnotes.</p> <p>8 I, as a layperson, although it was</p> <p>9 extremely difficult, was able to do an</p> <p>10 appeal. I went over by three or four pages,</p> <p>11 asked for an exception to the Court's rule,</p> <p>12 and I was granted that exception, but they</p> <p>13 could not even get their cross appeal filed.</p> <p>14 It was rejected from the Court, I think,</p> <p>15 three times.</p> <p>16 Q. Okay.</p> <p>17 And the lawyers who were copied on</p> <p>18 this, as you previously testified, are the</p> <p>19 lawyers who were part and parcel of the case?</p> <p>20 A. Yes. But as you can see, the</p> <p>21 number is substantially less in this</p> <p>22 correspondence than the prior correspondence</p> <p>23 that I've testified to. And, again, it was</p> <p>24 confusing at that time because you had</p>
<p style="text-align: right;">Page 255</p> <p>1 sure the direction of your clients or the</p> <p>2 group of firms in the case.</p> <p>3 They could not even file their</p> <p>4 cross appeal. They didn't realize you had to</p> <p>5 have conformed documents, and it was rejected</p> <p>6 by the Court several times. Then they</p> <p>7 couldn't follow Court instructions, and they</p> <p>8 were sanctioned or admonished by the</p> <p>9 appellate court several times.</p> <p>10 So I believe that this was in</p> <p>11 reference to their complete lack of</p> <p>12 professionalism, lack of ability to follow</p> <p>13 the Court, and all of their attacks in their</p> <p>14 pleadings against me. So I believe it was a</p> <p>15 general statement.</p> <p>16 Q. Okay.</p> <p>17 You say, "When your position is</p> <p>18 indefensible, attack your opponent with clap</p> <p>19 trap."</p> <p>20 What is clap trap?</p> <p>21 A. A nonsensical verbiage on paper, I</p> <p>22 mean, meaningless words on paper. That's my</p> <p>23 understanding of the definition.</p> <p>24 Q. Then you say, "What an</p>	<p style="text-align: right;">Page 257</p> <p>1 several of the firms that ran for the hills.</p> <p>2 Once this went to appeal, they</p> <p>3 jumped ship jettisoned their cases and called</p> <p>4 it a day. So that number or that list of</p> <p>5 attorneys was a constantly moving target and</p> <p>6 changing.</p> <p>7 Q. Okay.</p> <p>8 But, nevertheless, these particular</p> <p>9 attorneys who were copied are attorneys who</p> <p>10 were involved in the case in some way or</p> <p>11 another?</p> <p>12 A. I think Jill Boren was maybe on</p> <p>13 Judge Vano's court, but, yes, they were.</p> <p>14 Q. Right, and I think you testified</p> <p>15 that Ms. Boren was his clerk --</p> <p>16 A. His clerk, right.</p> <p>17 Q. -- if that refreshes your memory.</p> <p>18 A. Yes.</p> <p>19 Q. Okay.</p> <p>20 So let's take a look, if we could,</p> <p>21 at Exhibit-17, Tab 17, with which we're going</p> <p>22 to mark has Hartleib-15.</p> <p>23 - - -</p> <p>24 (Whereupon, Email Dated April</p>

65 (Pages 254 - 257)

<p style="text-align: right;">Page 258</p> <p>1 12 2017, was marked as Exhibit 2 Hartleib-15 for identification.) 3 - - - 4 MR. ROSENZWEIG: Kevin, so -- 5 so it's somewhere. 6 I don't need to do it in that 7 order. I don't know how that got 8 kind of -- so where is that? I'm 9 not finding that. Okay. 10 - - - 11 (Whereupon, Email Dated April 12 26, 2017, was marked as Exhibit 13 Hartleib-16 for identification.) 14 - - - 15 BY MR. ROSENZWEIG: 16 Q. All right. 17 So we have marked Tab 17, and the 18 April 26, 2017 forwarding email of the 19 April 25th, 2017 letter as Hartleib-16. 20 Can you take a look at the email 21 and the letter? 22 A. I have. 23 Q. Now, you were not privy to the 24 Loretta Hines' email to Rob Weiser forwarding</p>	<p style="text-align: right;">Page 260</p> <p>1 Q. Did you direct anybody to write 2 this document? 3 A. No. 4 Q. Did your -- did your -- to your 5 knowledge, did your colleague, Mr. Sacks, 6 write this document? 7 A. No. 8 Q. Did -- 9 A. I said he's brighter than I am. 10 Q. You did say that, but that's still 11 doesn't mean -- I didn't ask the question. 12 Do you have any idea who wrote this 13 document? 14 A. No. 15 Q. You don't know who "A. Anonymous, 16 Esquire" is? 17 That's the return address on the 18 envelope. 19 A. No. 20 Q. Okay. 21 If you look at the first page, 22 which has circled "Court docs, Pennsylvania 23 firm for disbarred lawyer billings"? 24 A. Yes.</p>
<p style="text-align: right;">Page 259</p> <p>1 the letter that was received by Judge 2 Sarclone, correct? 3 A. I think that's the first time I've 4 seen that, yes. 5 Q. So when was the first time that you 6 saw this document that I've marked as 7 Hartleib-16, which is the envelope, federal 8 copy to Judge Sarclone and a copy of several 9 pages of Court dockets that are circled and a 10 letter in large print. 11 Have you seen this before? 12 A. Yes. 13 Q. In what context did you see it? 14 A. I believe when you served me with 15 the 700-page Complaint and exhibits. 16 Q. Okay. 17 You had never previously seen it? 18 A. Not that I'm aware. I'm going from 19 recollection, but I think that's the first 20 time that I've seen this document. 21 Q. So I'm going to ask you some very 22 direct questions. 23 Did you write this document? 24 A. No.</p>	<p style="text-align: right;">Page 261</p> <p>1 Q. Is that your handwriting? 2 A. Where? 3 Q. There is a previous page. 4 A. Oh, no. 5 Q. Do you know where this cover 6 document of "Court docs Pennsylvania firm for 7 disbarred lawyer billings" came from? 8 A. No. 9 Q. Do you have any information about 10 why this letter was written? 11 A. No. 12 Q. Do you have any information about 13 by whom this letter was written? 14 A. No. 15 Q. Okay. 16 Do you agree with the statement in 17 the letter that Judge Vano's 90-percent 18 reduction in fees was a good thing? 19 A. No. 20 Q. And why is that? 21 A. It should have been 100-percent 22 reduction. 23 Q. Do you know who Andrew Silow is? 24 A. Do I know of an Andrew Silow?</p>

66 (Pages 258 - 261)

Page 262	Page 264
<p>1 Q. Yeah.</p> <p>2 A. No. The only Silow I know is</p> <p>3 Jeffrey or Alexander. I don't know if they</p> <p>4 call him Andrew.</p> <p>5 Q. Do you know who Andy Silow is?</p> <p>6 A. No.</p> <p>7 Q. The letter pretty much states, if</p> <p>8 not implies, that Rob Weiser knew that</p> <p>9 Jeff Silow was a disbarred lawyer.</p> <p>10 Do you agree with that contention?</p> <p>11 A. I agree that Rob Weiser knew who</p> <p>12 Mr. Silow was, that he was Jeffrey not</p> <p>13 Alexander.</p> <p>14 Q. And do you believe with the</p> <p>15 implication of this letter that Rob Weiser</p> <p>16 believed that Jeff Silow was engaged in phony</p> <p>17 billing?</p> <p>18 A. I believe that Mr. Silow's billing</p> <p>19 was for illusory work that had little to no</p> <p>20 value, and did not warrant the \$4.5 million</p> <p>21 fee request. I don't have enough information</p> <p>22 to know if the relativity software system can</p> <p>23 be corrupted or gained.</p> <p>24 Q. Do you know anybody -- do you</p>	<p>1 Hartleib-17 for identification.)</p> <p>2 - - -</p> <p>3 THE WITNESS: I would like to</p> <p>4 add that this is one of the most</p> <p>5 offensive things about this lawsuit</p> <p>6 that you guys think that I wrote</p> <p>7 this, or that it was alleged that I</p> <p>8 wrote this. It's ludicrous. I've</p> <p>9 never done anything anonymously in</p> <p>10 my life, never, nor do I write this</p> <p>11 poorly.</p> <p>12 BY MR. ROSENZWEIG:</p> <p>13 Q. Okay.</p> <p>14 The record so reflects your</p> <p>15 testimony. Let's take a look at, as I said,</p> <p>16 Tab 15, which I'm marking as 17.</p> <p>17 A. (Witness complies.)</p> <p>18 Q. Are you ready?</p> <p>19 A. Yes.</p> <p>20 MR. MERRIGAN: You said, 15 at</p> <p>21 17?</p> <p>22 MR. ROSENZWEIG: It Tab 15,</p> <p>23 which I'm marking as Hartleib-17.</p> <p>24</p>
Page 263	Page 265
<p>1 personally know anybody who lives or works in</p> <p>2 West Chester, Pennsylvania?</p> <p>3 A. No. The only -- I've never been to</p> <p>4 Pennsylvania prior to this case. I bought a</p> <p>5 car from this state at one point in time that</p> <p>6 was shipped to me. I've never had any</p> <p>7 communication with anybody in this state,</p> <p>8 that I can recall, with the exception of that</p> <p>9 automotive purchase, and with the exception</p> <p>10 of Mr. Goggins, which we already discussed.</p> <p>11 Q. And you testified earlier that John</p> <p>12 Sorge, also known as Jack Sorge lived in New</p> <p>13 Jersey.</p> <p>14 You don't have any information that</p> <p>15 he lived in West Chester, Pennsylvania, or</p> <p>16 those environments in 2017?</p> <p>17 A. No. Honestly, I would be surprised</p> <p>18 if he's still living.</p> <p>19 Q. I understand. I will turn your</p> <p>20 attention to Tab 15, which I will mark as</p> <p>21 Hartleib-17.</p> <p>22 - - -</p> <p>23 (Whereupon, Email Dated April</p> <p>24 7, 2018, was marked as Exhibit</p>	<p>1 BY MR. ROSENZWEIG:</p> <p>2 Q. It's actually two pages, apologize,</p> <p>3 but all the substance is on the first page.</p> <p>4 A. Yes.</p> <p>5 Q. Mr. Hartleib, did you write this</p> <p>6 email from you, Saturday, April 17, 2018, to</p> <p>7 Rob Weiser, with a copy to a series of people</p> <p>8 with a subject "Re Ross-Williams Appellate</p> <p>9 Case"?</p> <p>10 A. I believe so, yes.</p> <p>11 Q. And this email was written by and</p> <p>12 sent by you?</p> <p>13 A. Yes.</p> <p>14 Q. Okay.</p> <p>15 What was the context in which this</p> <p>16 motion was sent -- I'm sorry, this email was</p> <p>17 sent? I said, "motion."</p> <p>18 A. The context was that your clients</p> <p>19 hired a private investigator to dig up any</p> <p>20 kind of dirt they can find on me to try to</p> <p>21 besmirch my reputation.</p> <p>22 Q. Okay.</p> <p>23 And what was the information that</p> <p>24 is -- that reference to L English Research</p>

67 (Pages 262 - 265)

<p style="text-align: right;">Page 266</p> <p>1 Services as the investigator?</p> <p>2 A. That's who went into the Orange</p> <p>3 County docket, I believe, to look for any</p> <p>4 cases that involve me, such as my divorce, et</p> <p>5 cetera.</p> <p>6 Q. You reference in the second</p> <p>7 sentence, a line, and I will read it.</p> <p>8 "Clearly, this is in retaliation to your</p> <p>9 being rightfully removed as colead counsel in</p> <p>10 the Equifax case."</p> <p>11 A. Yes.</p> <p>12 Q. What was your involvement in the</p> <p>13 Equifax case?</p> <p>14 A. I filed an Amicus brief, and</p> <p>15 appeared at a hearing.</p> <p>16 Q. Okay.</p> <p>17 And what was the purpose of your</p> <p>18 filing an Amicus brief?</p> <p>19 A. To inform the Court what had</p> <p>20 transpired in Kansas and the Sprint case what</p> <p>21 was ongoing at that time.</p> <p>22 Q. Did you have any personal interest</p> <p>23 in Equifax or the outcome of the Equifax</p> <p>24 case?</p>	<p style="text-align: right;">Page 268</p> <p>1 history, as far as every state was involved,</p> <p>2 both derivative and 10(b)(5), I believe</p> <p>3 Securities actions also.</p> <p>4 Q. And did you know that the Weiser</p> <p>5 Law Firm had been appointed colead counsel in</p> <p>6 the Equifax case?</p> <p>7 A. I don't know that I was aware that</p> <p>8 he had been appointed. I heard -- I must</p> <p>9 have heard somewhere that there was going to</p> <p>10 be an appointment or reconsideration of that</p> <p>11 appointment, but I don't recall where I heard</p> <p>12 that, or if I read that. I don't know.</p> <p>13 Q. Okay.</p> <p>14 So was your intention to have the</p> <p>15 Weiser firm removed?</p> <p>16 A. That's not -- that was not up for</p> <p>17 me to decide. What -- my purpose of being</p> <p>18 there was to inform the Court as to what</p> <p>19 transpired, what happened, let the Court make</p> <p>20 a decision as to whether or not this was</p> <p>21 relevant to who was appointed as lead</p> <p>22 Plaintiff's counsel.</p> <p>23 In my mind, I didn't, of course,</p> <p>24 think what transpired in Kansas and what was</p>
<p style="text-align: right;">Page 267</p> <p>1 A. Yes. I was a shareholder, and I</p> <p>2 believe a victim of the alleged data breach.</p> <p>3 Q. And the purpose of your informing</p> <p>4 the Equifax court of this was what, why?</p> <p>5 A. To give the Court information that</p> <p>6 it should have when rendering a decision on</p> <p>7 appointing lead counsel in the case.</p> <p>8 Q. So was your intention to prevent</p> <p>9 the Weiser firm from being the lead counsel</p> <p>10 on the case?</p> <p>11 A. That's not my job. That's up to</p> <p>12 the judge. My intent was to provide the</p> <p>13 judge with information that may or may not be</p> <p>14 germane into his rendering a decision on who</p> <p>15 to appoint as lead in that case.</p> <p>16 Q. And why did you think what happened</p> <p>17 in the Equifax case was -- in the Sprint</p> <p>18 Nextel case was germane to the appointment of</p> <p>19 counsel in the Equifax case?</p> <p>20 A. It had to do with qualifications</p> <p>21 candor, all the things that a judge may use</p> <p>22 to render a ruling, as to which firm is most</p> <p>23 appropriate to handle a case of that size. I</p> <p>24 believe it was one of the largest cases in</p>	<p style="text-align: right;">Page 269</p> <p>1 ongoing in Kansas, that the Weiser firm was</p> <p>2 the best fit.</p> <p>3 Q. Meaning, as lead counsel or colead</p> <p>4 counsel in the Equifax case?</p> <p>5 A. Right.</p> <p>6 Q. And did you, in fact, come to know</p> <p>7 that the Weiser firm was removed as lead</p> <p>8 counsel or colead counsel in the --</p> <p>9 A. Yeah. I found out that he was</p> <p>10 colead with another firm, and that, yes, he</p> <p>11 was -- they were removed, both were removed,</p> <p>12 including the other firm, I believe.</p> <p>13 Q. And was that your intended result?</p> <p>14 A. My -- I had no expectations as to</p> <p>15 what my results would be, other than the fact</p> <p>16 that I believed it prudent and important for</p> <p>17 the judge to have all of the information when</p> <p>18 rendering his ruling on who would lead such a</p> <p>19 large case.</p> <p>20 Q. But it is fair to say,</p> <p>21 Mr. Hartleib, that there was no other -- what</p> <p>22 you submitted to the Equifax court was</p> <p>23 certainly not intended to enhance the good</p> <p>24 feeling of the Court toward the Weiser firm</p>

68 (Pages 266 - 269)

<p style="text-align: right;">Page 270</p> <p>1 in keeping them as counsel or colead counsel?</p> <p>2 A. Let's put it this way. The</p> <p>3 information speaks for itself.</p> <p>4 Q. So when you provided it -- when you</p> <p>5 provided the information to the Equifax</p> <p>6 court, it was certainly on your mind that it</p> <p>7 would lead to the Weiser firm being removed</p> <p>8 as colead counsel?</p> <p>9 A. It was up to whatever the judge</p> <p>10 would decide to do with that information.</p> <p>11 Q. But that information was provided</p> <p>12 by you with the intention of having the</p> <p>13 Equifax court reconsider its appointment of</p> <p>14 colead counsel?</p> <p>15 A. I don't know that I knew that</p> <p>16 colead counsel or lead counsel had already</p> <p>17 been appointed. I just knew that I wanted to</p> <p>18 provide the information to the Court because</p> <p>19 I heard that they were making a decision on</p> <p>20 lead counsel in that case.</p> <p>21 Q. Did you provide any other negative</p> <p>22 information about any other firm to the</p> <p>23 Equifax court?</p> <p>24 A. I think I gave all of the</p>	<p style="text-align: right;">Page 272</p> <p>1 Q. Okay.</p> <p>2 Let's turn your attention to what</p> <p>3 I'm going to mark as 18.</p> <p>4 It's the funny alignment. It is</p> <p>5 Tab 18, and we will mark it as Hartleib-18.</p> <p>6 I juggled things around, so that it would</p> <p>7 come out that way.</p> <p>8 A. Clever.</p> <p>9 - - -</p> <p>10 (Whereupon, Email Dated May</p> <p>11 19, 2018, was marked as Exhibit</p> <p>12 Hartleib-18 for identification.)</p> <p>13 - - -</p> <p>14 BY MR. ROSENZWEIG:</p> <p>15 Q. Mr. Hartleib, I'm going to ask you</p> <p>16 to take a moment and look at what is</p> <p>17 Hartleib-18.</p> <p>18 A. (Witness complies.)</p> <p>19 Q. This is two pages, but the</p> <p>20 substance is obviously Page 1.</p> <p>21 A. Okay.</p> <p>22 Q. Also, an email from you Saturday,</p> <p>23 May 21st, 2018, 5:40 p.m., to Laura Jakubec.</p> <p>24 A. Dollar Burns & Becker.</p>
<p style="text-align: right;">Page 271</p> <p>1 information and all of the pleadings from the</p> <p>2 Kansas case as exhibits in the Amicus filing,</p> <p>3 which would have reflected poorly, or, you</p> <p>4 know, with regard to the other firms in that</p> <p>5 case.</p> <p>6 Like I said, it's very difficult to</p> <p>7 ascertain who's doing what because all of the</p> <p>8 firms kind of operate as one.</p> <p>9 Q. But specifically the allegations</p> <p>10 that you brought to the Court's attention,</p> <p>11 Equifax case, were heavily influenced by what</p> <p>12 the Weiser firm did with respect to billing</p> <p>13 and the Silow issues; is that fair?</p> <p>14 A. Obviously, like I said, the</p> <p>15 information speaks for itself, and Judge Vano</p> <p>16 made it clear that he took particular issue</p> <p>17 with Mr. Silow and the billing records, but,</p> <p>18 you know, without getting and naming names,</p> <p>19 those billing records were performed and put</p> <p>20 together by another firm in the case, and</p> <p>21 under their tutelage, or their supervision</p> <p>22 and there were sworn affidavits to the</p> <p>23 accuracy of those billing records that are in</p> <p>24 serious question as to their accuracy.</p>	<p style="text-align: right;">Page 273</p> <p>1 Q. Dollar Burns & Becker firm with</p> <p>2 other lawyers, including Rob Weiser and Brett</p> <p>3 Stecker as copies.</p> <p>4 It also seems to leave off -- so,</p> <p>5 in any event, you state in this email, and I</p> <p>6 quote, "Plaintiff's counsel and I use this</p> <p>7 term loosely when making false allegations</p> <p>8 against the party. I would suggest you at</p> <p>9 least get it right. I am no expert, but I am</p> <p>10 pretty sure it would be libelous!"</p> <p>11 To what are you referring?</p> <p>12 A. So, at this particular juncture, it</p> <p>13 was getting very contentious with gratuitous</p> <p>14 attacks against me, and my person and there</p> <p>15 were libelous comments that were made. One</p> <p>16 could argue that they were protected by</p> <p>17 litigation privilege, but --</p> <p>18 Q. By whom, Mr. Hartleib?</p> <p>19 A. By the parties that made the</p> <p>20 libelous statements or comments.</p> <p>21 Q. Which were who?</p> <p>22 A. Which were attorneys involved in</p> <p>23 the Sprint litigation.</p> <p>24 Q. All of them?</p>

<p style="text-align: right;">Page 274</p> <p>1 A. No, but I -- at the advice of 2 counsel, I'm not going to give specific 3 names. 4 MR. MERRIGAN: I'm okay with 5 it in this one -- in this 6 circumstance. 7 THE WITNESS: You are, okay. 8 So, in large part -- but 9 here's the thing: I don't know who 10 was instructing. I assumed it was 11 your clients, but maybe I'm 12 mistaken. Maybe it was the Robbins 13 firm. 14 Somebody was instructing local 15 counsel, or someone was drafting 16 these pleadings for local counsel 17 because, frankly, I don't think 18 local counsel was bright enough to 19 draft the pleadings that they 20 drafted, or that they presented. 21 I don't know who was writing 22 all of the pleadings that were 23 so -- that they were taking such 24 vicious ad hominem attacks and</p>	<p style="text-align: right;">Page 276</p> <p>1 being filed was being filed through local 2 counsel, who was directing local counsel, who 3 was drafting the pleadings for local counsel. 4 Who was instructing local counsel to do the 5 things that they did, I don't know. 6 The only thing I know is that 7 Rob Weiser was -- his firm was kind of the 8 lead case handling everything in this. I 9 believe it was his firm that was dealing 10 directly with Dollar Burns & Becker, but I 11 honestly, to this day, don't know if the 12 Robbins firm had involvement, the Hershewe 13 firm had involvement. I don't know. I 14 wasn't behind the scenes. 15 You didn't turn over a single email 16 that had my name mentioned in it anywhere, so 17 through discovery we weren't able to obtain 18 that information. 19 Q. And just for the heck of it, when 20 you say, "I will demonstrate its use post 21 haste," do you mean of the term "libelous"? 22 A. Yes. 23 Q. Because you believe that the 24 statements made against you were libelous?</p>
<p style="text-align: right;">Page 275</p> <p>1 gratuitous attacks against me, but 2 that was during this period of 3 time. 4 I believe this was directed 5 mostly to Dollar Burns & Becker, 6 one of the most incompetent law 7 firms I've seen to date. I believe 8 it was being drafted to them in 9 response to them even using 10 accusatory or statements against me 11 for defamation, for liable, you 12 know, and those type things, or 13 slander. 14 In this particular instance, 15 it was written so it would be 16 libelous. If it was spoken, it 17 would be slanderous. So they got 18 it wrong, and I was correcting 19 them. 20 BY MR. ROSENZWEIG: 21 Q. Do you have any information 22 specifically that Rob Weiser or the Weiser 23 Law Firm was a part in that process? 24 A. Yes. In regard that everything</p>	<p style="text-align: right;">Page 277</p> <p>1 A. Well, I filed a pleading in 2 response to this pleading that emphasized my 3 point, I guess. 4 Q. Let's go to Exhibit-19 -- to be 19, 5 which I'm going to mark as Hartleib-19. 6 That's June 2, 2018. 7 A. (Witness complies.) 8 - - - 9 (Whereupon, Email Dated June 10 2, 2018, was marked as Exhibit 11 Hartleib-19 for identification.) 12 - - - 13 BY MR. ROSENZWEIG: 14 Q. Are you there? 15 A. I'm there. 16 MR. ROSENZWEIG: Mr. Merrigan? 17 MR. MERRIGAN: Yep. 18 BY MR. ROSENZWEIG: 19 Q. Okay. 20 Have you had a chance to look at 21 it, Mr. Hartleib? 22 A. Yes. 23 Q. So this is a June 2nd 2018, 24 12:12 a.m., email to you from Jill Boren with</p>

70 (Pages 274 - 277)

Page 278	Page 280
<p>1 a whole bunch of people copied to Rob Weiser.</p> <p>2 Subject, "Judge, Pressing, Lead Street Bank</p> <p>3 Lawsuit on Overbilling Questions/National Law</p> <p>4 Review," correct?</p> <p>5 A. Yes.</p> <p>6 Q. What was your purpose in writing</p> <p>7 this email to Ms. Boren?</p> <p>8 A. To get the information to Judge</p> <p>9 Vano.</p> <p>10 Q. And what was pending before</p> <p>11 Judge Vano at this time?</p> <p>12 A. I don't believe anything was</p> <p>13 pending at this time. I think -- I don't</p> <p>14 know for sure, but I believe the remand was</p> <p>15 already addressed, and I believe the case was</p> <p>16 back before the appellate court. There was</p> <p>17 nothing pending at this time.</p> <p>18 This was just me wanting to affirm</p> <p>19 my concerns about derivative litigation, the</p> <p>20 fraud that's rife throughout the derivative,</p> <p>21 the plaintiff's bar regarding derivative</p> <p>22 litigation.</p> <p>23 This was, I believe, something that</p> <p>24 I thought Judge Vano would appreciate or take</p>	<p>1 that were involved in that case.</p> <p>2 Q. But you were not a shareholder with</p> <p>3 separate standing in State Street?</p> <p>4 A. Not to my recollection, no.</p> <p>5 Q. And were you aware of what the</p> <p>6 Weiser Law Firm or Rob Weiser's role was in</p> <p>7 State Street Bank in the litigation?</p> <p>8 A. I may have been then, but I'm -- I</p> <p>9 don't recall now. I mean, I would have read</p> <p>10 the article, which there is no copy of here.</p> <p>11 I would have read all of this. I would have</p> <p>12 done investigation into it, and, then, I</p> <p>13 drafted this correspondence to Judge Vano.</p> <p>14 Q. And the copies were all people who</p> <p>15 were lawyers in the Sprint-Nextel case,</p> <p>16 correct?</p> <p>17 A. Sprint Nextel, and the ongoing --</p> <p>18 yeah, the State case with Judge Vano and/or</p> <p>19 the attorneys in the appellate case regarding</p> <p>20 Sprint.</p> <p>21 Q. But none of them were in the State</p> <p>22 Street Bank case?</p> <p>23 A. No, because I don't believe I was</p> <p>24 involved in this case, nor did I have any of</p>
Page 279	Page 281
<p>1 note of or take notice of.</p> <p>2 Q. Why?</p> <p>3 A. Because he's a good judge.</p> <p>4 Q. But there was nothing pending</p> <p>5 before him, it was just -- was it gratuitous?</p> <p>6 A. That's okay. It was an unsolicited</p> <p>7 correspondence to the Court. I copied</p> <p>8 everybody, so there could be never any</p> <p>9 question as to any kind of an ex parte</p> <p>10 communication with the Court.</p> <p>11 The Court retains jurisdiction over</p> <p>12 the settlement. So I believe, you know, it's</p> <p>13 prudent or -- prudent to continue to send</p> <p>14 things to the Court that he may -- the judge</p> <p>15 -- he or she may deem relevant, but it's my</p> <p>16 understanding -- and it was testified to in</p> <p>17 open court by Mr. Stecker, that the Court</p> <p>18 retains jurisdiction over this case and over</p> <p>19 this settlement for years to come.</p> <p>20 Q. Did you have personal involvement</p> <p>21 in the State Street Bank case?</p> <p>22 A. I don't believe so. I believe</p> <p>23 someone sent me the article, but I believe</p> <p>24 that I knew the players or some of the firms</p>	<p>1 the email addresses for the attorneys that</p> <p>2 were involved in that case.</p> <p>3 Q. But that is -- but you've</p> <p>4 identified who you copied and why, correct?</p> <p>5 A. Yes. It looks like -- in looking</p> <p>6 at these, I believe all of these attorneys</p> <p>7 are -- these -- are parties to the appeal, I</p> <p>8 believe. Like I said, if -- at this</p> <p>9 particular point in time I stopped copying</p> <p>10 all the attorneys in the Sprint case, because</p> <p>11 a lot of those attorneys had already</p> <p>12 withdrawn their suits when it went to appeal.</p> <p>13 So I think that's the reason this number is</p> <p>14 substantially smaller.</p> <p>15 Q. Great.</p> <p>16 A. The number copied in the email is</p> <p>17 substantially less because I believe all the</p> <p>18 other firms had dismissed their cases. They</p> <p>19 did not take it up on appeal. I believe</p> <p>20 that's accurate.</p> <p>21 Q. Was Judge Vano involved in the</p> <p>22 State Street Bank case?</p> <p>23 A. No.</p> <p>24 Q. Did you communicate any of this</p>

71 (Pages 278 - 281)

<p style="text-align: right;">Page 282</p> <p>1 information to the State Street Bank case 2 court, judge, law clerk, or lawyers? 3 A. That's a good question. I don't 4 recall. If I -- I would have, if they 5 weren't aware of it already. So it's 6 possible they were already aware of it, based 7 on the Law Journal, the National Law Journal. 8 I believe the judge already addressed these 9 issues. So I don't think there was any need 10 for me to contact them, but I'm just going by 11 number. 12 Q. Okay. 13 A. Which is a long time ago. 14 Q. Understood. 15 And the link -- did you have any 16 part in the National Law Journal article, 17 either in contributing to it, being 18 interviewed for it, or anything of the sort? 19 A. Not to my knowledge. 20 Q. No memory of that? 21 A. No. 22 Q. So you just came across it and 23 decided to share it -- 24 A. Yes.</p>	<p style="text-align: right;">Page 284</p> <p>1 particular point in time. I don't recall. 2 Q. In the last sentence of the second 3 paragraph you state, and I quote, "The 4 actions of Weiser, et al, and the firms in 5 this State Street case is the very definition 6 of racketeering and warrants regulative 7 reform." 8 Do you see that? 9 A. Yes. 10 Q. What is the definition of 11 "racketeering" Mr. Hartleib? 12 A. You're going to test my memory 13 here. So the definition of racketeering -- 14 and I know I'm not going to get it perfectly 15 right, but a layperson's understanding of a 16 definition of "racketeering" is when there is 17 a group that's organized, that uses the 18 instrumentalities of wire mail and -- and/or 19 another means of communication, I don't 20 recall off -- which, off the top of my head, 21 for the purpose of committing a crime. 22 So it's a group of organized 23 participants that use the instrumentalities 24 of mail, wire, electronic mail, or electronic</p>
<p style="text-align: right;">Page 283</p> <p>1 Q. -- because it correlated to what 2 transpired in the Sprint case? 3 A. And the fact that something needs 4 to be done to reform derivative litigation 5 and just because a law firm reviews millions 6 of documents doesn't mean that they can just 7 run a printing press and generate hours 8 billed by reviewing documents that lead to no 9 meaningful reform or inflate those hours 10 billed, et cetera, et cetera. 11 Q. Did you file an Amicus brief in the 12 State Street case? 13 A. I don't believe so, but I'm not 14 certain. Like I said, I believe it was 15 already resolved when I obtained the 16 information, but I'm not certain. 17 Q. Okay. 18 You reference filing an Amicus 19 brief in the email. That's why I'm asking 20 you if you ever did. 21 A. I don't have any -- I don't have 22 any recollection of filing an Amicus brief in 23 this case. I don't know that, like once I 24 did the research it was a moot point at that</p>	<p style="text-align: right;">Page 285</p> <p>1 communications to facilitate a criminal 2 enterprise or criminal acts. That's my 3 layperson definition. 4 Q. Okay. 5 So tell me how the actions of the 6 Weiser -- of Weiser, et al, and the firms in 7 the State Street case constitute the very 8 definition of "racketeering." 9 A. I would have to go back and read 10 what transpired in the State Street case. 11 But if law firms are knowingly working 12 together to bill a illusory hours for an 13 illusory work, share each other's databases, 14 timekeeping databases, transmit results of 15 said systems, emails, all of these things to 16 defraud courts out of illicit fees or fees 17 that they're not entitled to, to me, that 18 would be the definition of "racketeering." 19 Q. And do you know what the State 20 Street Bank court judge ultimately determined 21 in the State Street Bank case? 22 A. Not off the top of my head, and I 23 don't know when this was written, if that was 24 even concluded, like I've testified to, I</p>

72 (Pages 282 - 285)

<p style="text-align: right;">Page 286</p> <p>1 don't know. This was written right after I 2 received the article, so the case may have 3 still been pending. The case may have been 4 resolved. 5 I don't know the status of the case 6 when this was drafted, and I believe that 7 there were substantial sums of money that 8 were billed that were fraudulent, or that was 9 for an illusory work or didn't happen or 10 inflated bills. 11 There's been a lot of cases that 12 I've investigated, so I may be conflating the 13 two. I know there was even a case with a 14 very large Grant Eisenhower, I believe, and I 15 don't know if Grant Eisenhower was involved, 16 but that name was coming to mind, and people 17 were shocked that Grant Eisenhower had issues 18 with their billing logs because they were 19 supposed to be one of the gold standards of 20 defense firms. So I don't recall. 21 Q. Did you think it was serious to 22 accuse the Weiser firm and others in the 23 State Street Bank case of racketeering to 24 another court and judge?</p>	<p style="text-align: right;">Page 288</p> <p>1 that I keep it interesting, it will be 2 Hartleib-20. 3 - - - 4 (Whereupon, Forwarded Email, 5 was marked as Exhibit Hartleib-20 6 for identification.) 7 - - - 8 BY MR. ROSENZWEIG: 9 Q. So let's look at 28, please, Tab 10 28, which I'm marking as Hartleib-20. 11 A. (Witness complies.) 12 Q. Mr. Hartleib, have you had a chance 13 to look at this? 14 A. Yes. 15 Q. Okay. 16 Is this an email that you sent? 17 A. It appears so, yes. 18 Q. Now, I have information that this 19 was March 14th of 2019, and I believe in your 20 answer at Paragraph 134 you admit that date. 21 But do you have any specific sense 22 of when this email was sent? 23 MR. MERRIGAN: I'm going to 24 object to the form. If it turns</p>
<p style="text-align: right;">Page 287</p> <p>1 MR. MERRIGAN: Objection. 2 But you can answer. 3 THE WITNESS: Yeah, but this 4 was -- yeah, of course, it's always 5 serious any time you make 6 allegations or acquisitions as 7 such. 8 In this particular case, all 9 of the parties knew what transpired 10 in the Sprint case, so it was no 11 shocker to them. I said that 12 throughout my pleadings in the 13 course of litigation, and the 14 course of being attacked and the 15 course in the "battle," 16 quote/unquote, "battle." And if 17 you notice, it says, "Weiser, 18 amongst others." 19 BY MR. ROSENZWEIG: 20 Q. Well, it says, "et al," right? 21 A. Mm-humm, yes. 22 Q. Let's look at Tab 28, please. 23 A. (Witness complies.) 24 Q. And Tab 28 is going to be -- now</p>	<p style="text-align: right;">Page 289</p> <p>1 out to be inconsistent with what's 2 employed in the case. 3 MR. ROSENZWEIG: I'm asking 4 him for what his knowledge of the 5 date is. 6 MR. MERRIGAN: Sure. 7 THE WITNESS: Yeah, I don't 8 understand what's happened to the 9 format of some of these emails, 10 because, you know, there should be 11 a time stamp and date, which was 12 not there. I have no clue. So I 13 didn't -- 14 BY MR. ROSENZWEIG: 15 Q. These are as received, so -- 16 A. Yeah, I don't know. 17 Q. Fair enough. 18 But is this an email sent by you? 19 A. Yes. 20 Q. And it's, again, to Ms. Boren -- 21 A. Correct. 22 Q. -- Judge Vano's law clerk? 23 A. Correct. 24 Q. And there are a whole host of</p>

73 (Pages 286 - 289)

<p style="text-align: right;">Page 290</p> <p>1 people copied on this, a much longer list 2 than in other lists. 3 Can you tell me who these copies 4 are? 5 A. All parties in the original Sprint 6 case, and parties in -- including local 7 counsel and parties in the appeal. 8 Q. And what was your intention in 9 including all of these lawyers? 10 A. Like I said, sometimes for the sake 11 of expediency and ease, there would be -- and 12 maybe that's why I don't know, but there 13 would be copy and pasting going on from 14 recent correspondence to different parties, 15 so that all of these didn't have to be typed 16 out again. 17 Q. All right. 18 What was your purpose in sending 19 this email to Ms. Boren? 20 A. More information for Judge Vano. 21 Like I said, I believe that Judge Vano 22 maintained jurisdiction over the Sprint case 23 with regard to the settlement, and this was 24 more information that I wanted to share with</p>	<p style="text-align: right;">Page 292</p> <p>1 sent to Judge Davis in the Amicus litigation? 2 A. I don't recall if it was enclosed 3 or not. I don't recall. 4 Q. What about the transcript, the 5 hearing before Judge Davis, did you send that 6 as well to Ms. Boren? 7 You said in the first paragraph, 8 "Attached is an Amicus brief filed in 9 Minnesota, Michael J. Davis," that's in the 10 text of your own email? 11 A. Right. 12 Q. So I assume that because you said 13 it, you did it? 14 A. Unless I forget. But, yeah, any 15 intention would have been to send it. I 16 generally would try to include all 17 attachments in the emails. It's possible 18 that it was missed, and there is no time 19 stamp on here, so I don't know what time at 20 night this was sent. I mean, a lot of this 21 was done late night. 22 Q. And you also enclosed the lawsuit 23 you filed in Kansas against the Weiser Law 24 Firm, Rob Weiser, and Monica Ross-Williams,</p>
<p style="text-align: right;">Page 291</p> <p>1 the judge that I believe was important and 2 relevant in for him to use in the future or 3 just for his education. 4 Q. You have a subject forward emailing 5 Amicus Curiae in Centurylink? 6 A. Correct. 7 Q. Did you file an amicus brief in 8 Centurylink? 9 A. I did. 10 Q. Were you a shareholder in 11 Centurylink? 12 A. Yes. 13 Q. What was your purpose in filing the 14 Amicus Curiae in the case? 15 A. It's the same as in all the cases. 16 It's to inform the Court of what transpired 17 in Kansas, what was still ongoing in Kansas, 18 and to give the judge all relevant 19 information that he may or she may deem 20 relevant or important in rendering any kind 21 of a decision on appointment of lead counsel, 22 and just management of the case in general. 23 Q. And was it your intention to 24 enclose and attach the Amicus brief that you</p>	<p style="text-align: right;">Page 293</p> <p>1 correct, which is Exhibit-30. It's Tab 30. 2 And while we're at it, why don't we 3 mark Tab 30 as Hartleib-21. 4 A. Yes. 5 - - - 6 (Whereupon, Letter Dated 7 December 12, 2018, was marked as 8 Exhibit Hartleib-21 for 9 identification.) 10 - - - 11 BY MR. ROSENZWEIG: 12 Q. So that's the action ultimately 13 that you filed against Weiser, Weiser Law 14 Firm, Rob Weiser, and Monica Ross-Williams? 15 A. I believe so, but it's stamped 16 "Draft, 12/13/18." I have no clue if this is 17 what was filed. 18 Q. But look at the cover letter from 19 your counsel, Mr. Protzman? 20 A. Yes. 21 Q. Which is part of that? 22 A. Yes. 23 Q. So is it your testimony that that 24 looks like the Complaint, but you're not sure</p>

74 (Pages 290 - 293)

<p style="text-align: right;">Page 294</p> <p>1 that's the exact version that was filed?</p> <p>2 A. Correct.</p> <p>3 Q. Fair enough.</p> <p>4 And that -- you transmitted that --</p> <p>5 that draft or the filed version of the</p> <p>6 Complaint to Ms. Boren? I encourage you to</p> <p>7 look at your email.</p> <p>8 A. Yeah. I -- I'm looking at the</p> <p>9 email. It must have been my intent to attach</p> <p>10 it. Whether or not I did, I don't know.</p> <p>11 The other thing is I doubt that I</p> <p>12 would send a draft version of any Complaint.</p> <p>13 I believe that I would only send a conformed</p> <p>14 copy, if I was sending something out in PDF</p> <p>15 form only.</p> <p>16 Q. So it would not be, according to</p> <p>17 you, what has been marked as Hartleib-21,</p> <p>18 but, rather, a final version that was</p> <p>19 actually filed?</p> <p>20 A. I can't swear to that under oath</p> <p>21 today, but it would be my standard practice</p> <p>22 not to file a draft version of something that</p> <p>23 had not been filed yet.</p> <p>24 Q. Fair enough.</p>	<p style="text-align: right;">Page 296</p> <p>1 multi-jurisdictional lead, and per pleadings</p> <p>2 that you have -- and I think it's evident or</p> <p>3 clear that I have issues with that firm,</p> <p>4 also, or have had issues with that firm.</p> <p>5 Q. But the -- is it fair to say that</p> <p>6 the Sprint-Nextel filings and opinions, and</p> <p>7 what have you, were largely focused on the</p> <p>8 Weiser firm and the Silow billings?</p> <p>9 A. The Silow billings became clearly a</p> <p>10 focus of Judge Vano, henceforth, a focus for</p> <p>11 me, but I don't think it's fair to say that</p> <p>12 everything outside of that focused on the</p> <p>13 Weiser firm, because my argument has always</p> <p>14 been that these firms act as one.</p> <p>15 Q. What do you mean by that?</p> <p>16 A. They all act as one. They decide</p> <p>17 who's going to work in this case, who's going</p> <p>18 to work in this case, who's going to put</p> <p>19 forth this, who's going to put forth that,</p> <p>20 whoever gets leads divvies up the moneys.</p> <p>21 You know, like I said, if there is</p> <p>22 something that far at foot, it's the very</p> <p>23 definition of racketeering because they're</p> <p>24 all acting as one. They file multiple</p>
<p style="text-align: right;">Page 295</p> <p>1 As any non-good lawyer would do.</p> <p>2 You state in the second paragraph</p> <p>3 of your email to Ms. Boren, and I quote,</p> <p>4 "Maybe Judge Vano would be interested in</p> <p>5 setting the record straight before the Court</p> <p>6 appoints lead counsel in the aforementioned</p> <p>7 case."</p> <p>8 I assume the aforementioned case is</p> <p>9 Centurylink, correct?</p> <p>10 A. Yes.</p> <p>11 Q. Do you know who was appointed lead</p> <p>12 counsel in Centurylink?</p> <p>13 A. I don't remember the plaintiff's</p> <p>14 name, but I don't recall -- but like Bragar</p> <p>15 Squire rings a bell as the firm, but I don't</p> <p>16 know that for a fact. I did at the time, but</p> <p>17 I don't recall today.</p> <p>18 Q. Were you aware that at the time of</p> <p>19 this email that Weiser Law Firm was not</p> <p>20 seeking appointment as colead counsel in</p> <p>21 Centurylink?</p> <p>22 A. I believe I was aware of that, yes,</p> <p>23 but I believe that the Robbins firm was</p> <p>24 seeking lead, and they were seeking</p>	<p style="text-align: right;">Page 297</p> <p>1 complaints.</p> <p>2 If one of the complaints doesn't</p> <p>3 have a plaintiff that's not standing or gets</p> <p>4 hit by a bus or dies, next person in line</p> <p>5 takes their plaintiff, and the case goes on.</p> <p>6 Q. And you think that amounts to</p> <p>7 racketeering?</p> <p>8 A. I think given everything else, when</p> <p>9 you put it all together, yes.</p> <p>10 Q. What is your, quote, "quest" to</p> <p>11 expose lawyer-driven litigation rife</p> <p>12 throughout the plaintiff's bar, what is that?</p> <p>13 What's your quest?</p> <p>14 A. Exactly what I've testified to. So</p> <p>15 what I -- what I have seen and experienced</p> <p>16 firsthand, that the plaintiff's bar in</p> <p>17 general in derivative litigation does not</p> <p>18 want a real plaintiff.</p> <p>19 They want someone to lend their</p> <p>20 name to the case, so that they can do</p> <p>21 whatever it is that they want to do, that</p> <p>22 they can get whatever relief they want to</p> <p>23 get. Not a lot of real work is done in the</p> <p>24 cases.</p>

75 (Pages 294 - 297)

<p style="text-align: right;">Page 298</p> <p>1 I'm not saying every derivative 2 case, there's no meaningful relief, but, 3 unfortunately, the ones that I have been 4 involved in, there hadn't been. So I believe 5 that a real plaintiff is not something they 6 want. I believe a real plaintiff is not 7 something derivative firms want because the 8 settlements would get much more expensive. 9 There have been many firms that 10 have used serial criminal plaintiffs. I'm 11 sure you're familiar with (inaudible). They 12 went to the federal penitentiary for doing 13 some of the very things that these firms 14 continue to do, the firms, by using their 15 college roommate, buddies, to act as lead 16 plaintiffs in these cases. 17 There is no real agreed party in 18 these case. It's strictly plaintiffs are 19 seen as a necessary nuisance to get to an end 20 means, which results in millions in attorneys 21 fees and little to nothing for the 22 corporation, or its shareholders 23 derivatively. 24 Q. And is this the same bundle of</p>	<p style="text-align: right;">Page 300</p> <p>1 would have been -- there's no date on this 2 email. 3 Q. Okay. 4 Was there a reason you didn't 5 attach the anonymous letter? 6 A. No. 7 Q. Was the anonymous letter received 8 by you by US Mail? 9 A. Yes. 10 Q. Did you ever come to learn who 11 wrote the anonymous letter? 12 A. No. 13 Q. Can you describe the anonymous 14 letter to me? 15 A. Yes. 16 Q. Please do. 17 MR. MERRIGAN: The contents of 18 it or? 19 MR. ROSENZWEIG: It's a fair 20 clarification. 21 BY MR. ROSENZWEIG: 22 Q. First, tell me, was it handwritten, 23 typed, what kind of paper it was on, 24 physically describe it.</p>
<p style="text-align: right;">Page 299</p> <p>1 concerns you have, Mr. Hartleib, as the 2 quote, "quest" to expose and reform the 3 corporation rife throughout the derivative 4 litigation? 5 A. Yes, and not only is it the same -- 6 it's the same players. The same parties 7 continue to do the same thing that they were 8 caught redhanded doing with Melvin Wiess and 9 William LaRock. 10 Q. In this email from you, that we've 11 marked as Hartleib-20, second page, you refer 12 to -- in the third paragraph, quote, 13 "Interestingly, I received an anonymous 14 letter last night, which details an elaborate 15 scheme by Weiser, et al, to procure, quote, 16 'realtors,' unquote, in Qui TAM cases. It 17 involves the use of several LLC shell 18 corporations set up for the sole purpose of 19 soliciting information under false pretenses 20 to facilitate lawyer-driven Qui TAM cases." 21 When did you receive an anonymous 22 letter? 23 A. It would have been whenever I said. 24 Interesting, I said "last night." So it</p>	<p style="text-align: right;">Page 301</p> <p>1 A. I'm going by recollection. I still 2 have the envelope in which it came. Very 3 strange. The envelope was open, had unusual 4 postage on it, like strange postage that I 5 haven't seen before. I believe that 6 anonymous letter and the envelope was 7 scanned, and was made an exhibit in one of 8 the pleadings on appeal in the appeal. I'm 9 90-percent sure of that. 10 Q. In the Sprint-Nextel appeal? 11 A. Yes. I'm not 100-percent, but 12 90-percent sure. I have the envelope. I 13 cannot find the letter. It has to be there 14 somewhere. 15 Q. Would you produce the envelope to 16 your attorney to produce to me? 17 A. Yes. 18 Q. Okay. 19 A. The letter was -- the envelope is a 20 maybe 6 x 10 or something to that effect. 21 Q. So larger than a standard 22 business -- 23 A. Larger than a manila envelope. The 24 paper was, I think, trifolded or bifolded, I</p>

76 (Pages 298 - 301)

<p style="text-align: right;">Page 302</p> <p>1 think, trifolded, very short, small font, if 2 I recall correctly, typed explanation of this 3 elaborate scheme. I investigated what was 4 alleged in this letter. 5 It wasn't a lot of content, like a 6 small paragraph, small font, like ten maybe, 7 and found the Department of Justice motion to 8 dismiss, and, then, them outing all of these 9 Qui TAM cases, which corresponded to what the 10 anonymous letter said. 11 Q. Do you have an understanding -- 12 okay -- of, you know, what a Qui TAM case is, 13 and the anonymity hat is required of them? 14 A. Yes. 15 Q. Do you have an understanding that 16 shell corporations, LLCs, are common practice 17 in the practice to shield the identity of the 18 complaining witness for a period of time to 19 prevent their identification from being 20 public, unless and until the case is sealed? 21 A. I understand that while the case is 22 sealed, that's something that happens. I 23 understand it's something that the Department 24 of Justice really does not like, and I</p>	<p style="text-align: right;">Page 304</p> <p>1 A. I'm sure you do. 2 Q. Fine. But, then, you say, quote, 3 "The level of sinister is truly 4 unbelievable." 5 What is sinister, Mr. Hartleib? 6 A. The elaborate scheme that was used 7 to extract information from an unassuming, 8 unsuspecting persons that work for the large 9 pharma companies that were baited into 10 interviews under the guise of helping seniors 11 and people on Medicare obtain their 12 medications more promptly and without less 13 hoops to jump through. 14 Q. What facts do you have to support 15 that assertion? 16 A. The Department of Justice's motion 17 to dismiss. 18 Q. So I've seen the Department of 19 Justice's motion to dismiss. I don't think 20 that that's what it says. 21 A. Well, it's my understanding, and I 22 haven't read that for a long time, but -- I 23 will read it, but I did read somewhere that 24 this is exactly what transpired. That's why</p>
<p style="text-align: right;">Page 303</p> <p>1 understand that the argument has been made in 2 this particular situation that those LLCs 3 were established for -- for those purposes to 4 shield the realtor. 5 The unfortunate thing is the 6 Department of Justice unblinded all of those 7 cases, and everything that files a Qui TAM, a 8 whistleblower claim, should expect to have 9 their identity known. It's expected that 10 their identity will be known once the case is 11 unblinded. 12 The problem that we have here with 13 regard to lawyer-driven litigation is it 14 appears as though with the cases we're 15 referring to, to your clients, there was no 16 relator. The relator was the very entity 17 that the law firms created. 18 Q. So that's based on what 19 information? 20 A. Based on my research and 21 information that will probably be forthcoming 22 at some point. 23 Q. So I will tell you that we flatly 24 reject that assertion, but --</p>	<p style="text-align: right;">Page 305</p> <p>1 the Department of Justice unblinded 13 now. 2 I think it was up to 32, and I believe 3 your -- 4 Q. 13 or 32 what? 5 A. Cases that were unblinded and 6 thrown out by the Department of Justice. In 7 addition -- 8 Q. That belonged to whom? 9 A. Well -- 10 Q. These are not all Weiser cases. 11 A. No, but we know of three that were, 12 and Mr. Mr. Manino, I believe, was supposed 13 to be deposed. 14 Who, I believe, your clients have 15 had business dealings with, and Mr. Manino 16 was at the heart of all of these, and so was 17 his entity that was created. 18 And the Department of Justice 19 doesn't want anything to do with it. They 20 don't like it because it is tantamount to -- 21 like I said, to lawyer-driven litigation. 22 There is no agreed party. 23 Q. We didn't prevent you from taking 24 the deposition of Mr. Manino?</p>

77 (Pages 302 - 305)

Page 306	Page 308
<p>1 A. Well --</p> <p>2 MR. MERRIGAN: Again, I guess</p> <p>3 I will say this as an objection. I</p> <p>4 object to you making statements,</p> <p>5 not asking questions, and I'm not</p> <p>6 objecting, but I'm instructing you</p> <p>7 to answer questions and not make</p> <p>8 statements or ask questions.</p> <p>9 THE WITNESS: Fair enough. I</p> <p>10 apologize.</p> <p>11 BY MR. ROSENZWEIG:</p> <p>12 Q. Let's move on.</p> <p>13 So what independent research did</p> <p>14 you conduct with respect to the anonymous</p> <p>15 letter allegations that you received?</p> <p>16 A. I research all of the Department of</p> <p>17 Justice filings.</p> <p>18 Q. That was public record?</p> <p>19 A. Public record. I believe I went on</p> <p>20 PACER. I read the Complaints. The</p> <p>21 Complaints had to do with specialty</p> <p>22 pharmacies and their involvement in helping</p> <p>23 to get prescriptions filled for patients.</p> <p>24 Q. Do you know -- specifically, you</p>	<p>1 the anonymous letter.</p> <p>2 MR. ROSENZWEIG: That's not my</p> <p>3 question.</p> <p>4 MR. MERRIGAN: I think you</p> <p>5 said the anonymous letter. I may</p> <p>6 have misheard or misinterpreted the</p> <p>7 question.</p> <p>8 MR. ROSENZWEIG: That's fine.</p> <p>9 BY MR. ROSENZWEIG:</p> <p>10 Q. What I thought I asked was: What</p> <p>11 cases in a -- in addition to that, who did</p> <p>12 you learn were subject to a motion to</p> <p>13 dismiss?</p> <p>14 A. As I sit here today, I don't</p> <p>15 recall.</p> <p>16 Q. But there were others?</p> <p>17 A. There were others, yes.</p> <p>18 Q. So what was your purpose in raising</p> <p>19 Qui TAM issues to Judge Vano through his</p> <p>20 clerk?</p> <p>21 A. Just to inform the judge of the</p> <p>22 ongoing issues with this and other firms.</p> <p>23 Q. What was pending before Judge Vano</p> <p>24 at that time in Sprint Nextel?</p>
Page 307	Page 309
<p>1 refer to in email, which is Hartleib-20,</p> <p>2 Abbvie, A-B-B-V-I-E.</p> <p>3 Do you know what other cases were</p> <p>4 alleged in the anonymous letter?</p> <p>5 A. I did know several of the large</p> <p>6 pharmaceutical companies, because we deal</p> <p>7 with them.</p> <p>8 MR. MERRIGAN: I just --</p> <p>9 THE WITNESS: But I don't have</p> <p>10 it off the top of my head.</p> <p>11 MR. MERRIGAN: Note my</p> <p>12 objection if it's inconsistent with</p> <p>13 something he said earlier, but I</p> <p>14 don't think the email says about --</p> <p>15 mentioned in the letter.</p> <p>16 MR. ROSENZWEIG: I just said</p> <p>17 it was.</p> <p>18 THE WITNESS: Page 2.</p> <p>19 MR. ROSENZWEIG: Page 2.</p> <p>20 BY MR. ROSENZWEIG:</p> <p>21 Q. It says, "Including filed by</p> <p>22 Weiser, including ANSI."</p> <p>23 MR. MERRIGAN: The email</p> <p>24 mentions ANSI. I'm -- I'm saying</p>	<p>1 A. Oversight of the settlement.</p> <p>2 Q. It was over, wasn't it?</p> <p>3 A. No. The Court retains jurisdiction</p> <p>4 for several years, I believe. That's what</p> <p>5 was pled to by Mr. Stecker in open court.</p> <p>6 Q. But there were no motions or</p> <p>7 rulings to come from the Court, were there?</p> <p>8 A. I wasn't expecting any. If your</p> <p>9 clients took part of the 450,000 that they</p> <p>10 weren't supposed to, or Sprint didn't</p> <p>11 initiate the so-called robust incompetence, I</p> <p>12 have reform that Mr. Stecker assumed so much</p> <p>13 that Judge Vano almost threw him in contempt</p> <p>14 of Court.</p> <p>15 If it wasn't for -- you know, maybe</p> <p>16 they didn't -- the company did not initiate</p> <p>17 those corporate reforms, and the judge would</p> <p>18 have to step in to enforce the terms of the</p> <p>19 settlement.</p> <p>20 Q. But you weren't asking the Court to</p> <p>21 do anything, right?</p> <p>22 A. No.</p> <p>23 Q. So you were just providing</p> <p>24 information for what purpose? What response</p>

78 (Pages 306 - 309)

Page 310	Page 312
<p>1 did you expect?</p> <p>2 A. I didn't expect any response. No</p> <p>3 response. I don't believe I ever expected or</p> <p>4 received any response, whatsoever, if Jill</p> <p>5 Boren thought it might be something that the</p> <p>6 judge would find interesting or relevant to</p> <p>7 future cases, or if another firm came before</p> <p>8 his Court, not just the Weiser firm, but any</p> <p>9 firm, it would give him information that he</p> <p>10 might otherwise not have.</p> <p>11 Q. That he needs for what purpose?</p> <p>12 A. To be a good judge.</p> <p>13 Q. To be a good judge to --</p> <p>14 A. For the sake of jurors' presence.</p> <p>15 Q. Does that translate into just</p> <p>16 making the Weiser Law Firm look bad in front</p> <p>17 of Judge Vano?</p> <p>18 MR. MERRIGAN: Objection.</p> <p>19 But you can answer.</p> <p>20 THE WITNESS: I don't think</p> <p>21 the Weiser firm was the only firm</p> <p>22 involved in this elaborate scheme</p> <p>23 for Qui TAM investors or relators.</p> <p>24 There were several firms that were</p>	<p>1 cases.</p> <p>2 Q. And in cases like the Otsuka,</p> <p>3 O-T-S-U-K-A, case, or the Biogen case, were</p> <p>4 those Weiser cases?</p> <p>5 A. I don't know.</p> <p>6 Q. In your Answer to the Amended</p> <p>7 Complaint, Paragraphs 138 and 39, you claim</p> <p>8 that you didn't have knowledge of the fact</p> <p>9 that the Weiser firm had never entered an</p> <p>10 appearance in either of those cases; is</p> <p>11 that --</p> <p>12 A. Like I said before, as a layperson</p> <p>13 trying to navigate the system, navigate</p> <p>14 PACER, navigate the docket, sometimes there's</p> <p>15 three and four dockets that are open on one</p> <p>16 case. There is a fight for lead, and then</p> <p>17 they get consolidated in a certain</p> <p>18 jurisdiction or venue, as you know.</p> <p>19 Sometimes you may have a company</p> <p>20 domiciled in one state. You get three or</p> <p>21 four people rushed to that state because with</p> <p>22 derivative cases it's first a file in a lot</p> <p>23 of instances to control the case, instead of</p> <p>24 the largest loss, or the party, the</p>
Page 311	Page 313
<p>1 involved.</p> <p>2 BY MR. ROSENZWEIG:</p> <p>3 Q. What is a Qui TAM investor, or did</p> <p>4 you just miss speak?</p> <p>5 A. I misspoke. A Qui TAM realtor, a</p> <p>6 whistleblower.</p> <p>7 Q. I just wanted to make sure there</p> <p>8 was no term of art that I didn't know.</p> <p>9 And the genesis of your mentioning</p> <p>10 these Qui TAM concerns was this anonymous</p> <p>11 letter?</p> <p>12 A. I didn't know anything about it,</p> <p>13 until I received the anonymous letter.</p> <p>14 Q. How did you come to know or how do</p> <p>15 you assert that any of the DOJ cases</p> <p>16 dismissing certain Qui TAM -- any of the DOJ</p> <p>17 motions dismissing -- seeking to dismiss</p> <p>18 certain Qui TAMs that involved the Weiser</p> <p>19 firm?</p> <p>20 A. Because I looked it up on the</p> <p>21 docket under PACER, I believe. I'm not</p> <p>22 100-percent certain, but I had access to</p> <p>23 PACER, so I believe I looked it up on PACER</p> <p>24 and saw who counsel of record was in those</p>	<p>1 shareholder, with the largest loss, which</p> <p>2 would have more skin in the game, in my</p> <p>3 opinion.</p> <p>4 That's a better system than whoever</p> <p>5 has a plaintiff with ten shares. The first</p> <p>6 one to get to the Court because they have the</p> <p>7 best database to scan the dockets, scan the</p> <p>8 news to find an issue like this.</p> <p>9 So that's something that can be</p> <p>10 done in the reform aspect of derivative</p> <p>11 litigation, in my estimation, that would make</p> <p>12 things potentially better. It's very</p> <p>13 difficult to ascertain who's in charge of</p> <p>14 what. Like to this day, I don't know that</p> <p>15 there was -- if Weiser was appointed lead of</p> <p>16 the consolidated cases for Sprint.</p> <p>17 I know that Stecker was doing the</p> <p>18 arguments in open court, and nobody else was.</p> <p>19 So I'm assuming that the Weiser firm was</p> <p>20 quasi lead in that case. So you want to ask</p> <p>21 why things were directed towards your client,</p> <p>22 because it was my understanding they were in</p> <p>23 charge of all the consolidated cases.</p> <p>24 It wouldn't have been any different</p>


79 (Pages 310 - 313)

<p style="text-align: right;">Page 314</p> <p>1 if another firm -- if Robbins would have been 2 up there, or somebody else. I would have 3 done the same thing that I did. 4 Q. When you wrote in this email, which 5 is Hartleib-20, to Ms. Boren, "This is the 6 result in the DOJ filing a motion to dismiss 7 11 active cases filed by Weiser, et al, 8 including ANSI," is it fair to say that only 9 three cases were involving Weiser -- 10 A. I don't -- 11 Q. -- because you use the term, 12 "Weiser, et al," and -- 13 A. Meaning, "amongst others." 14 Weiser -- the Weiser firm and other firms, 15 11, and I was told that that number is very 16 low now that, I believe, 32 were unblinded 17 and dismissed by the Department of Justice. 18 Q. But when you use the firm "Weiser," 19 and then everybody else is "et al," don't you 20 think there's a clear implication that the 21 cases are Weiser's -- 22 MR. MERRIGAN: Objection to 23 the form. 24 But you can answer.</p>	<p style="text-align: right;">Page 316</p> <p>1 A. I know what you're talking about. 2 I'm thinking. So I received an anonymous 3 letter telling me how Weiser received his Qui 4 TAM realtors. Didn't say how Robbins did. 5 Didn't say how anyone else did. 6 I'm simply telling the Court that I 7 received an anonymous letter, right, and what 8 the anonymous letter said and I included -- I 9 believe I included the Department of Justice 10 motion to dismiss, so that whoever read the 11 email could make the determination for 12 themselves as to who was involved and their 13 degree of involvement. 14 Q. Let's look at Tab 25, please. 15 A. (Witness complies.) 16 - - - 17 (Whereupon, Opinion and Order, 18 was marked as Exhibit Hartleib-22 19 for identification.) 20 - - - 21 BY MR. ROSENZWEIG: 22 Q. All right. 23 So Exhibit-25, which I've marked as 24 Hartleib-22 --</p>
<p style="text-align: right;">Page 315</p> <p>1 THE WITNESS: No. 2 BY MR. ROSENZWEIG: 3 Q. -- as opposed to, you know, 4 Robbins, et al, or any other firm at all. It 5 seems to me that you always lead with Weiser. 6 MR. MERRIGAN: Objection. 7 Hold on. 8 THE WITNESS: Because I'm 9 writing the Kansas court. 10 MR. MERRIGAN: He didn't ask 11 you a question. 12 MR. ROSENZWEIG: But I got an 13 answer. So, it's not my fault. 14 MR. MERRIGAN: Well, I noted 15 my objection. Again, answer 16 questions. 17 BY MR. ROSENZWEIG: 18 Q. And to the extent that Weiser was 19 only counsel in three of these cases, which 20 relate to Manino, which may relate to Manino, 21 and that all these other cases involved other 22 firms, would you still have characterized it 23 as filed by Weiser, et al? I'm talking about 24 how you characterize it in your email.</p>	<p style="text-align: right;">Page 317</p> <p>1 A. Yes. 2 Q. Are you there? 3 A. I am there. 4 Q. Thank you. 5 Are you familiar with the Big Lots 6 derivative litigation? 7 A. Yes. 8 Q. Are you or were you a shareholder 9 of Big Lots? 10 A. No. 11 Q. Were you ever a shareholder of Big 12 Lots? 13 A. No. 14 Q. Did you become an active -- were 15 you a party to Big Lots derivative 16 litigation? 17 A. Define "party." 18 Q. Were you a named -- 19 A. No. 20 Q. -- plaintiff or other party to the 21 case, meaning named, appeared in captions, or 22 in pleadings. 23 A. No. 24 Q. Did you file an Amicus?</p>

80 (Pages 314 - 317)

<p style="text-align: right;">Page 318</p> <p>1 A. I tried.</p> <p>2 Q. Did you file objections of any</p> <p>3 kind?</p> <p>4 A. So whether or not -- I reached out</p> <p>5 to the Court. I spoke to -- I think just via</p> <p>6 email, honestly, or maybe it was via</p> <p>7 telephone. I don't recall. But I reached</p> <p>8 out to the Court to ask the Court how -- if</p> <p>9 it was too late for me to file an Amicus</p> <p>10 brief in the case. I was instructed to send</p> <p>11 the clerk an email.</p> <p>12 Q. And I will turn your attention to</p> <p>13 Page 11 of 13 of the -- this document, which</p> <p>14 I think will -- and there is a footnote?</p> <p>15 A. Yes.</p> <p>16 Q. Is that the email to which you're</p> <p>17 referring, or does that reference the email</p> <p>18 to which you were referring?</p> <p>19 A. Yes. But there is an error in this</p> <p>20 because I never put myself out as being a</p> <p>21 shareholder. So this starts out by saying</p> <p>22 court received an email from "Michael</p> <p>23 Hartleib, shareholder, who had an interest in</p> <p>24 a different case involving the Weiser" --</p>	<p style="text-align: right;">Page 320</p> <p>1 A. Fair enough.</p> <p>2 Q. But you were a shareholder in the</p> <p>3 entity in the other case?</p> <p>4 A. Fair enough.</p> <p>5 Q. But notwithstanding that is -- this</p> <p>6 August 24, 2018 email that the Court says it</p> <p>7 received from you, the email to which you</p> <p>8 refer?</p> <p>9 A. Yes. I believe -- I don't know the</p> <p>10 date -- I assume the date is accurate. It's</p> <p>11 here, so I have no idea to believe that it's</p> <p>12 not accurate, so yes.</p> <p>13 Q. Was it your intention that this</p> <p>14 email to send to Judge Watson, your concern</p> <p>15 about Weiser billing practices as a result of</p> <p>16 Sprint Nextel?</p> <p>17 A. If that was the judge in the Big</p> <p>18 Lots case, which it says.</p> <p>19 Q. Michael Watson is the judge who</p> <p>20 signed the order, which is the exhibit that</p> <p>21 I've marked --</p> <p>22 A. So I have the same answer for you.</p> <p>23 Like I said, it would be the same for all.</p> <p>24 My intent was to provide</p>
<p style="text-align: right;">Page 319</p> <p>1 "Hartleib raised concern over Weiser's</p> <p>2 billing practices in this prior case and</p> <p>3 stated that he wanted to inform the Court so</p> <p>4 that it could scrutinize the fee request in</p> <p>5 this case. Hartleib does not indicate that</p> <p>6 he is a shareholder in Big Lots or otherwise</p> <p>7 an interested party in this case."</p> <p>8 So this is kind of contradictory</p> <p>9 because in one section it says that I was a</p> <p>10 shareholder, and, then, it goes on to correct</p> <p>11 that, and say that I was not a shareholder.</p> <p>12 Q. So are you saying that by use of</p> <p>13 the phrase, quote, "a shareholder" who had an</p> <p>14 interest in a different case involving the</p> <p>15 Weiser Law Firm, PC, that that implies that</p> <p>16 you were a shareholder in Big Lots?</p> <p>17 A. I guess it depends on how you read</p> <p>18 it.</p> <p>19 Q. I think that's a fair response, but</p> <p>20 it could also be read differently?</p> <p>21 A. It could.</p> <p>22 Q. Okay.</p> <p>23 That you are not a shareholder in</p> <p>24 Big Lots, right?</p>	<p style="text-align: right;">Page 321</p> <p>1 information that the judge may or may not</p> <p>2 deem relevant to his determination as to</p> <p>3 fairness of fees, appointment of lead</p> <p>4 counsel, any of those things, so this had to</p> <p>5 do with fees.</p> <p>6 Given what had transpired in</p> <p>7 Kansas, I deemed it prudent to inform the</p> <p>8 judge as to what took place. At that time, I</p> <p>9 didn't know who was involved in the case and</p> <p>10 who billed. I didn't know if Silow was</p> <p>11 involved in the case. I didn't know who was</p> <p>12 involved. It's just giving the judge</p> <p>13 information that he may or may not deem</p> <p>14 relevant.</p> <p>15 And in this instance, as you can</p> <p>16 see, he didn't change anything, and he said</p> <p>17 he always scrutinizes the billing records</p> <p>18 very carefully, and my information wasn't</p> <p>19 helpful.</p> <p>20 MR. ROSENZWEIG: Because of</p> <p>21 the court reporter's limit, and</p> <p>22 because my next series of questions</p> <p>23 will go to more than 50, we will</p> <p>24 adjourn for the evening, although</p>

81 (Pages 318 - 321)

<p style="text-align: right;">Page 322</p> <p>1 it is out of respect for the court 2 reporter, not because I'm prepared 3 to wrap up. 4 Have you communicated with 5 your office that whomever comes 6 tomorrow needs to be prepared to 7 stay? 8 - - - 9 (Whereupon, the witness was 10 excused at this time.) 11 - - - 12 (Whereupon, the deposition 13 concluded at 5:15 p.m.) 14 - - - 15 16 17 18 19 20 21 22 23 24</p>	<p style="text-align: right;">Page 324</p> <p>1 Eamon Merrigan, Esquire 2 emerrigan@gmmrlawfirm.com 3 December 5, 2022 4 RE: The Weiser Law Firm PC Et Al v. Hartleib, Michael 5 11/16/2022, Michael Hartleib (#5584606) 6 The above-referenced transcript is available for 7 review. 8 Within the applicable timeframe, the witness should 9 read the testimony to verify its accuracy. If there are 10 any changes, the witness should note those with the 11 reason, on the attached Errata Sheet. 12 The witness should sign the Acknowledgment of 13 Deponent and Errata and return to the deposing attorney. 14 Copies should be sent to all counsel, and to Veritext at 15 cs-midatlantic@veritext.com 16 17 Return completed errata within 30 days from 18 receipt of testimony. 19 If the witness fails to do so within the time 20 allotted, the transcript may be used as if signed. 21 22 Yours, 23 Veritext Legal Solutions 24 25</p>
<p style="text-align: right;">Page 323</p> <p>1 - - - 2 C-E-R-T-I-F-I-C-A-T-I-O-N 3 - - - 4 I hereby certify that the 5 witness was duly sworn in for this 6 deposition matter by the Court 7 Reporter. 8 9  10 11 Mary Hammond 12 November 16, 2022 13 14 (The foregoing certification 15 of this transcript does not apply 16 to any reproduction of the same by 17 any means, unless under the direct 18 control and/or supervision of the 19 Registered Professional Reporter.) 20 21 22 23 24</p>	<p style="text-align: right;">Page 325</p> <p>1 The Weiser Law Firm PC Et Al v. Hartleib, Michael 2 Michael Hartleib (#5584606) 3 E R R A T A S H E E T 4 PAGE____ LINE____ CHANGE____ 5 _____ 6 REASON_____ 7 PAGE____ LINE____ CHANGE____ 8 _____ 9 REASON_____ 10 PAGE____ LINE____ CHANGE____ 11 _____ 12 REASON_____ 13 PAGE____ LINE____ CHANGE____ 14 _____ 15 REASON_____ 16 PAGE____ LINE____ CHANGE____ 17 _____ 18 REASON_____ 19 PAGE____ LINE____ CHANGE____ 20 _____ 21 REASON_____ 22 _____ 23 _____ 24 Michael Hartleib Date 25</p>

82 (Pages 322 - 325)

Page 326

1 The Weiser Law Firm PC Et Al v. Hartleib, Michael

2 Michael Hartleib (#5584606)

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, Michael Hartleib, do hereby declare that I

5 have read the foregoing transcript, I have made any

6 corrections, additions, or changes I deemed necessary as

7 noted above to be appended hereto, and that the same is

8 a true, correct and complete transcript of the testimony

9 given by me.

10

11 _____

12 Michael Hartleib Date

13 *If notary is required

14 SUBSCRIBED AND SWORN TO BEFORE ME THIS

15 _____ DAY OF _____, 20____.

16

17

18

19 _____
NOTARY PUBLIC

20

21

22

23

24

25

83 (Page 326)

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1437

[& - 2017]

Page 1

&	116 3:20	264:1,16,21,23	59:15 60:6 63:3
& 1:15 2:2,7	11:50 53:20	265:6	63:14 65:18
40:15 101:5,13	12 4:6 144:15	17-117139	66:1,2,20,20
103:1 129:6	213:13 231:3,7	214:20	70:9,19 76:20
235:23 254:15	232:8 241:17	18 4:12 272:3,5,5	77:14,22 78:8
272:24 273:1	246:8 258:1	272:12,17	81:10 82:4
275:5 276:10	293:7	19 4:13 272:11	83:10 85:19
0	12/12/18 4:15	277:4,4,5,11	87:19 88:6
02728 1:7	12/13/18 293:16	19107 2:9	90:23 92:10
1	121 2:8	19406 1:18 2:4	120:15 122:13
1 3:15 52:15,19	12:00 144:19	1:25 235:2,16	127:14 130:22
53:4,8 58:10	12:12 277:24	1:40:08 109:24	2011 86:19 92:19
64:23 70:7,11	13 4:7 207:13	1:59 94:1	94:1,11 97:20,24
93:2,2,16,17,20	222:18 232:11	1st 94:1	100:13 104:1,14
272:20	232:17 243:4,13	2	107:5,8 108:19
1.5 207:20	305:1,4 318:13	2 3:16 21:17	2012 109:13,24
1.7 221:12	134 288:20	52:8 62:24 63:4	120:17,18
252:13	138 312:7	70:4 75:12	2013 120:17
10 3:24 86:5	14 4:8 231:2	92:19 93:2,4,21	2016 116:20
154:9 213:14,18	253:17,21	164:13 214:4	118:16 122:14
219:11 268:2	1471 323:9	219:9 223:7,20	127:16 147:17
301:20	14th 288:19	224:16,24 277:6	147:23,23
100 27:15 28:13	15 4:9 16:9 19:2	277:10 307:18	148:19,22 149:5
261:21 301:11	257:22 258:2	307:19	149:12,20
311:22	263:20 264:16	2/16/12 3:19	150:14 151:1
104 3:18	264:20,22	20 4:14 15:14	152:14 154:12
109 3:19	150 3:21	66:8 288:2,5,10	154:21 158:8
1099 195:8	154 3:22	299:11 307:1	160:10,10
242:14	16 1:10 4:10	314:5 326:15	179:22 181:23
10:00 1:19	109:13,24	2004 82:22	188:5
10:29 35:6 59:2	253:16 258:13	2007 231:22	2017 28:22
11 4:5 163:16	258:19 259:7	2008 53:20	164:13,17,19
222:19,23 314:7	323:11	175:19	174:21 186:16
314:15 318:13	1600 2:8	2008/2009 34:6	186:16 192:13
11/16/2022	163 3:23	2009 47:22 52:18	192:18 194:7
324:5	17 4:11 232:9	53:8 54:4 55:22	197:2,13 207:14
	257:21,21	56:2 58:12,23	213:17 214:14
	258:17 263:21		223:23 227:18

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1438

[2017 - 6]

Page 2

228:6 231:6,11 232:2,9,16 233:3 243:5,7 244:4,7 247:24 251:13 258:1,12,18,19 263:16 2018 28:22 253:20 263:24 265:6 272:11,23 277:6,10,23 293:7 320:6 2019 288:19 2022 1:10 323:11 324:3 20th 52:18 53:8 53:20 56:15,16 57:17,18 66:5,6 66:8,20 70:9,19 99:13 148:21 149:20 21 4:15 293:3,8 294:17 213 3:24 21st 100:13 272:23 22 4:16 87:7 316:18,24 222 4:5 22nd 55:22 56:2 57:9 58:4 76:9 231 4:6 232 4:7 23rd 58:8,11 24 116:20 320:6 24/7 56:24 24892 14:13 15:2 24th 118:15	25 22:19 316:14 316:23 253 4:8 257 4:9 258 4:10 25th 258:19 26 258:12,18 263 4:11 26th 58:22,23 27 63:3 78:8 81:10 175:19 272 4:12 277 4:13 27th 59:15 60:6 63:14 65:17 66:1,9,20,21 72:5 74:6 75:11 75:12 76:8,10,11 76:11,20 77:13 77:22 87:19 88:6 90:23 120:14 122:12 28 154:12,21 287:22,24 288:9 288:10 288 4:14 293 4:15 2:19 1:7 2:55 118:16 2nd 94:11 99:17 277:23	3/20/09 3:15 3/27/09 3:16 3/6/17 3:24 3/7/17 4:6,7 30 33:15 227:18 293:1,1,3 324:17 300 1:17 2:4 195:23 30th 228:5 31 83:17 84:22 85:23 104:14 112:12,15 133:8 150:14 151:1 316 4:16 31st 107:8 108:19 32 305:2,4 314:16 33 83:18 133:8 35 184:9 195:21 195:24 350 193:15 195:15 380 184:8 195:14 39 312:7 3:03 100:13 3rd 96:11	252:14 262:20 4/12/17 4:9 4/26/17 4:10 4/7/18 4:8,11 400 116:1 195:23 43 10:12 450,000 171:3,9 174:7 179:24 180:21 309:9 4:25 231:11 233:3 235:1,4 4:33 59:15 4:48 99:13 4th 96:12
			5
			5 3:7,19 82:22 86:5 92:15 99:1 99:2 109:10,14 227:6 268:2 324:3 5/19/18 4:12 5/24/16 3:20 5/31/16 3:21 50 321:23 52 3:15 5584606 324:5 325:2 326:2 59 59:15 5:15 322:13 5:40 272:23 5:57 151:2 5do 56:10
		4	6
	3	4 3:18 86:21 93:4,21 97:15 98:24,24 99:10 99:11 100:5 104:11,15 226:17 4.2 227:21 4.5 136:16 171:14 179:24	6 3:20 82:22 104:10,11 116:16,21 118:3 213:17 214:14
	3 3:17 62:23 92:16,20 93:4,6 98:23 99:6 100:5,9 214:4,6 214:6 226:10		

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1439

[6 - action]

Page 3

223:22 301:20 6,905 207:19 6/2/11 3:17 6/2/18 4:13 6/28/16 3:22 63 3:16 650606/11 97:24 6:59 94:11 6th 164:17	174:15 178:6 182:15,16 90 261:17 301:9 301:12 900 1:16 2:3 92 3:17 92677 14:14 15:3 99 135:15 99.99 249:4 9:53 56:2 9:55 63:14 65:18 66:2 75:13 77:14,22 87:20	198:13 229:10 absorbed 169:12 170:3 174:5 accept 195:21 accepting 195:24 access 311:22 accident 24:2 accidentally 156:7 accountable 151:8 152:3 accuracy 245:9 271:23,24 324:9 accurate 8:2 33:6 71:8 212:4 281:20 320:10 320:12 accurately 63:23 64:14 110:11 accusatory 275:10 accuse 239:6 286:22 accusing 238:1 acknowledge 164:9 acknowledged 67:24 68:3 69:23 134:6 acknowledge... 326:3 acknowledgm... 88:13 324:12 acquaint 118:10 acquainted 35:16,21 36:8 203:8	acquired 30:17 158:24,24 169:13,21,24 170:12 acquiring 169:17 acquisition 32:21 35:24 36:13 acquisitions 287:6 act 80:6 116:9 237:8 296:14,16 298:15 acting 146:8 250:23,23 296:24 action 1:3 24:5 25:16 26:19 27:1,11,17,19,22 28:1,5,8,10 45:18 47:7 64:3 65:4 72:9 74:11 75:15 77:4 80:5 81:19 82:2,7,13 82:18 83:3,11 84:7,19,21 85:6 86:5 89:22 90:14,16,17 91:9 97:11 101:17 103:4,4,21 104:5 104:6 114:11,20 114:22 115:1,8 115:18 122:4 137:3 162:6 163:1 170:10 216:12 228:3 293:12
7	a		
7 3:21 78:24 109:8,8 150:11 150:15 154:1 231:6,11 232:2 232:16 233:3 243:5,7 244:4,7 247:24 253:20 263:24 700 259:15 700,000 102:8,12 700k 100:17 7:21 60:6 232:2 243:7 244:4 7th 247:23	a.m. 1:19 35:6 35:12 58:11,14 60:6 63:14 65:18 66:2 75:13 77:14,22 81:11 87:20 94:1 100:13 118:16 231:11 233:3 235:1,4 277:24 abbvie 307:2 ability 151:15 255:12 able 34:21 64:9 139:15 144:16 193:15 195:13 256:9 276:17 ableson 175:20 176:1,6,17 181:2 182:17,18,19 187:3,3 absolutely 72:20 89:17 134:13		
8			
8 3:22 97:20 116:14 118:6 154:8,13 8/31/11 3:18 80s 203:5 8:37 214:14 8:59 58:11 8th 1:16 2:3			
9			
9 3:23 150:11 163:15,20 165:13,21			

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1440

[actionable - allow]

Page 4

actionable 12:1 12:12 actions 85:12 112:8 125:22 130:16 143:21 167:16 216:10 219:6 268:3 284:4 285:5 active 197:7 314:7 317:14 activity 212:11 212:11 acts 115:11 236:12,18,20 237:1,18 238:3,4 238:17,18 241:13 244:13 244:16,22 285:2 actual 11:5 24:8 27:9 66:21 77:1 79:1,2 115:17 229:16 ad 222:3 252:15 274:24 add 11:9 246:12 264:4 addition 187:2 202:22 247:13 305:7 308:11 additional 43:7 135:23 137:20 175:3 additions 326:6 address 14:12 53:10,13 144:12 155:11 166:20 171:8 233:7 235:15 245:21	260:17 addressed 50:21 232:3 278:15 282:8 addresses 281:1 addressing 95:24 254:18 adequate 60:16 adjourn 321:24 administrator 19:14,19 21:12 admissible 12:13 admissions 177:11 admit 288:20 admits 236:12 admonished 217:10 219:6,8 255:8 256:4 admonishes 179:11 adulthood 23:19 adverse 146:11 146:14,17 228:2 249:13 advice 98:18 248:10,18 274:1 advocacy 64:8 affidavit 157:2 185:24 affidavits 156:24 242:9 245:12,14 271:22 affirm 278:18 affirmative 116:8 affirmed 143:6 143:13 180:14	187:5 237:20 245:8 aforementioned 295:6,8 ago 16:9 17:23 19:5 22:19 82:22 124:2 125:7 181:1 188:10 282:13 agree 44:24 54:3 54:11 56:6 109:2 143:16 147:19 207:18 212:5 225:11 261:16 262:10 262:11 agreed 80:19 86:8 114:1 205:4 254:12 298:17 305:22 agreement 5:4 46:13,18,21 48:2 49:18 54:17 55:13 62:7 67:3 67:17,22 68:18 68:23,24 69:6,11 69:19,21 70:17 122:3 136:24 137:8 aguilar 216:4,14 245:15 ahead 8:21 51:10 141:16 226:9 air 199:16 al 1:4 96:18 151:18 217:16 241:19 250:17	284:4 285:6 287:20 299:15 314:7,12,19 315:4,23 324:4 325:1 326:1 albeit 139:20 146:9 alerting 218:6 alexander 177:3 177:6 178:19 179:1,2,5,9 181:6 182:1,3 183:8 184:18 185:2 191:2,16 191:18 192:24 195:11 198:19 198:22 237:4 242:8,17,20 262:3,13 alfred 217:17 aliases 220:11 alignment 272:4 allegations 38:8 212:9 271:9 273:7 287:6 306:15 allege 248:7 alleged 11:19 200:10 212:11 264:7 267:2 302:4 307:4 allegedly 179:5 alleging 153:12 237:2 allotted 324:20 allow 137:1,8 193:7
---	--	--	---

[allowed - appointed]

Page 5

allowed 185:9,24 198:20 allows 170:16 alter 9:2 alternative 193:17 amazing 228:24 amended 69:1 69:20,20 147:14 228:9 312:6 amendments 11:22 america 26:20 26:22 27:13 amicus 153:19 266:14,18 271:2 283:11,18,22 291:5,7,14,24 292:1,8 317:24 318:9 amount 112:1 127:6,18 130:3,6 158:18 160:1 amounts 114:5 297:6 amplified 56:22 analysis 160:4 analyzed 158:19 andrew 261:23 261:24 262:4 andy 262:5 angle 161:18 anonymity 302:13 anonymous 260:15 299:13 299:21 300:5,7 300:11,13 301:6	302:10 306:14 307:4 308:1,5 311:10,13 316:2 316:7,8 anonymously 264:9 ansi 307:22,24 314:8 answer 7:2,19 7:24 8:4,9,12,21 9:22 12:16 22:11 32:3 39:21 42:22 43:22 47:13 61:2 68:15 71:6 73:21 74:17,19 75:3,21 81:4 88:22 91:22 110:18,19 113:19 122:20 135:5 136:21 137:24 165:18 173:4 178:21 181:21 187:7 190:10 191:22 197:10 198:2,6,8 238:23 239:10 249:24 251:19 252:21 287:2 288:20 306:7 310:19 312:6 314:24 315:13 315:15 320:22 answered 67:7,9 72:14 122:21 141:14 186:21 189:23 190:2 194:18 238:22	249:17 answering 40:7 121:22 answers 6:15 7:8 7:13 72:16,18 73:16 133:6 196:5 anticipating 7:22 antitrust 94:22 95:3,6,9,23 96:17,24 anybody 15:9 21:21 83:1 204:16 208:1,8 209:5 260:1 262:24 263:1,7 apologize 196:11 196:13 265:2 306:10 apparently 41:13 187:9,10 appeal 118:22 141:24 156:1 162:1,3,10,18 167:16,19,23,24 168:14,15,22 170:21,22 171:3 171:8,11,13,14 174:2,9 175:23 179:15,17 200:12 215:3 218:15 228:5 229:8 234:4 255:4 256:5,10 256:13 257:2 281:7,12,19 290:7 301:8,8,10	appeals 163:9 227:18 appear 41:13 148:22 161:3 177:22 appearance 184:11 312:10 appearances 162:7 appeared 159:14 233:21 266:15 317:21 appearing 149:4 appears 231:15 288:17 303:14 appellant 167:19 168:3 appellate 13:6 13:12,12 143:14 168:6,9 180:6,11 182:21 183:4,12 184:2 191:5 214:19 230:1 233:22 237:20 254:13 255:9 256:4 265:8 278:16 280:19 appended 176:7 326:7 applicable 324:8 application 156:19 158:4,6 apply 323:14 appoint 64:2 133:14 267:15 appointed 133:16 268:5,8 268:21 270:17
--	---	---	---

[appointed - attention]

Page 6

295:11 313:15 appointing 267:7 appointment 267:18 268:10 268:11 270:13 291:21 295:20 321:3 appoints 295:6 appreciate 5:24 7:7 64:11 278:24 apprised 119:20 155:6 appropriate 13:17 72:8 74:10 75:4 140:1 267:23 appropriately 32:4 approval 148:21 181:18 approved 138:20 173:24 174:3 179:22 approves 156:2 approximate 16:7,9 34:20 approximately 1:19 15:13 22:18 124:10 150:3 april 253:19 257:24 258:11 258:18,19 263:23 265:6 area 125:2	argue 273:16 argued 248:14 arguing 72:15 174:3 argument 38:3 162:13 169:11 173:6 195:8 249:19,21 296:13 303:1 argumentative 73:17 arguments 38:5 38:9 39:14 85:3 183:12 233:22 313:18 arranged 51:12 66:13 arrangement 125:19 arrangements 101:23 arroyo 216:4 art 311:8 article 205:20 206:17 207:14 207:18,22 208:8 211:16,19,23 212:2 279:23 280:10 282:16 286:2 articles 209:14 asap 107:15 ascertain 228:19 271:7 313:13 aside 116:24 asked 9:21 16:20 57:14 66:11 72:13 90:1	122:19 131:22 132:9 156:18 168:20 170:21 189:23 190:4 238:22 247:1 249:23 256:11 308:10 asking 7:23 47:20 57:7 73:16 76:22,23 91:19 121:17 138:21 153:17 158:10 160:19 162:9 171:14 190:14 196:21 200:16 238:12 283:19 289:3 306:5 309:20 aspect 313:10 aspects 129:12 assert 237:6 311:15 asserting 192:7 193:20 194:1 197:5 assertion 123:18 189:17 303:24 304:15 assigned 97:23 associations 236:17 238:16 assume 12:18 71:24 193:8 199:1 237:10 292:12 295:8 320:10 assumed 6:24 25:5 274:10	309:12 assuming 97:9 184:6 231:19 313:19 attach 291:24 294:9 300:5 attached 177:10 182:20 232:10 292:8 324:11 attaches 232:1 attachment 175:21 232:20 232:24 attachments 292:17 attack 255:18 attacked 135:2 220:16 254:24 287:14 attacks 222:3 252:15 255:13 273:14 274:24 275:1 attempt 114:9 attempts 220:1 attend 16:22 17:1 101:24 157:5 attendance 159:18 attention 28:21 52:6 62:22 63:10,13 70:6 92:14 104:9 109:7 121:16 150:10 154:7 209:19 213:13 222:17 223:7
--	--	---	--

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1443

[attention - beginning]

Page 7

243:4 253:15 263:20 271:10 272:2 318:12 attorney 36:21 68:10 86:13 102:9,10,18 112:11 129:19 136:7 172:3,8 173:13 181:16 183:9,9 190:20 192:9 195:9,12 195:18,19,23 196:24 215:10 221:11 227:23 239:1 242:15 301:16 324:13 attorney's 239:16 240:12 240:18 attorneys 79:9 79:13 91:11 112:16 135:11 135:18 155:1 195:20 215:7,15 217:9 228:4 234:20 257:5,9,9 273:22 280:19 281:1,6,10,11 298:20 audacity 133:12 audit 200:8 201:6 august 104:13 107:5,8 108:19 320:6 authenticity 225:14	authored 251:13 authorized 67:21 authorship 218:2 automotive 263:9 available 99:15 151:5 324:6 avance 19:21 117:7,12,17,20 avenue 1:16 2:3 aviation 17:9 avoided 23:13 awarded 174:8 180:21 aware 13:3 47:19 48:10 85:10,14 122:17 141:23 166:20 185:4,8,10,14 259:18 268:7 280:5 282:5,6 295:18,22 awareness 161:21 b b 3:12 4:2 86:5 268:2 307:2,2 back 25:4 33:12 33:16 34:5,6 35:8,11 51:9 52:3 56:14 58:14 60:1 61:16 64:24 69:21 70:7 73:23 74:3 79:2	90:2 110:5 116:2,3,6 120:9 133:22 134:16 134:18 141:3,5 143:22 147:10 157:12 171:15 180:6,12 181:12 186:14 192:16 194:13 199:23 200:2,6 227:7 241:1 253:6,9 278:16 285:9 bad 25:17 26:4 115:11 116:8,10 310:16 baited 304:9 bank 171:5,17 278:2 279:21 280:7,22 281:22 282:1 285:20,21 286:23 banker 18:10 banking 18:3,8 18:11 bar 85:22 129:2 159:21 160:13 164:22 165:8,10 165:20 177:11 188:19 197:7,16 197:17 236:17 238:15 256:1 278:21 297:12 297:16 barred 161:8,11 163:6 175:5,8 177:23 182:1,4,5 182:7 183:7,17 183:18,22,23	184:3 187:10,21 188:7,11,16,20 188:21,22,23 189:1 190:8,18 190:19 191:3,5,9 191:10 193:9 195:12,17,18,20 base 158:11 189:17 based 12:3,20 62:18 77:4 138:10 159:1,24 169:11,16 176:19,20 227:5 282:6 303:18,20 bases 158:15 basically 40:20 163:4 179:11 247:6 basis 39:20 127:6 135:2 143:11 158:11 168:21 193:23 198:14 237:6 239:5 252:3 battle 245:20 287:15,16 becker 235:23 254:15 272:24 273:1 275:5 276:10 becoming 32:8 45:13 112:7 began 127:14,14 beginning 1:18 114:13 189:16 197:3
--	--	--	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1444

[begins - bit]

Page 8

begins 231:17	141:15 142:7	283:13,14 286:6	bifolded 301:24
begs 249:12	144:4,14 146:4	286:14 288:19	big 126:7 317:5
behalf 86:14	149:23 152:4	290:21 291:1	317:9,11,15
141:24 146:8	156:12 157:1	293:15 294:13	319:6,16,24
170:10 229:9	159:12 163:5,6	295:22,23 298:4	320:17
belief 80:14	167:2 168:12	298:6 301:5	bill 136:16 138:6
123:3 136:17	169:6 171:23,24	305:2,12,14	193:15 195:13
188:11 221:7,8	172:2,10 175:22	306:19 309:4	207:20 221:12
believable	176:9 181:3,4,15	310:3 311:21,23	252:13 285:12
142:20 143:7	182:3,21 183:2	314:16 316:9	billed 161:16,16
believe 7:23	183:13,14,23	320:9,11	283:8,10 286:8
13:16 17:23	184:12 187:3	believed 62:15	321:10
19:2 23:4 24:9	188:9,10,20	224:6 262:16	billing 136:3
24:11,18 27:16	189:1 193:12	269:16	142:21 143:7,18
27:24 28:6 36:6	198:12,12,14,15	believing 198:15	181:17 184:7
37:20 40:17	201:17 206:4	bell 33:15	192:10 197:8,18
42:12 45:10	207:15,15 210:5	295:15	200:8,18 205:21
48:5,11 50:5,18	211:3 214:18	belonged 305:8	211:11 220:12
50:20 51:3,15,18	215:11 216:7,7	benefit 80:1,10	221:11 236:22
52:4 53:14	216:10 217:19	116:4,5 152:20	239:3 245:2,9
54:16 55:6	218:14 223:21	benefits 128:8	262:17,18
61:17,20 64:3	225:9,13,15	136:5	271:12,17,19,23
65:10,14,23 66:4	229:4 233:8,10	besmirch 265:21	286:18 319:2
66:5,7,14,24	236:13 240:13	best 8:7 29:18	320:15 321:17
70:4 71:7 72:7	240:20 241:5,12	33:4,21 40:8	billings 260:23
74:9 76:4 79:21	242:4 244:10	51:20,21 53:10	261:7 296:8,9
79:22 80:4	245:12,13	66:19 76:13	billion 83:17,18
81:15,15,17,21	254:16,20	111:20 151:14	84:22 85:23
81:24 82:5,9,16	255:10,14	151:16 222:14	112:12,15 133:8
82:19 83:7	259:14 262:14	225:6 229:24	133:8
85:22 86:3	262:18 265:10	269:2 313:7	bills 286:10
88:13,14,23,24	266:3 267:2,24	better 34:24	binder 10:15
89:1,4,5 90:8,10	268:2 269:12	79:24 111:6	52:7 86:21 93:5
91:2,5 97:2 98:7	275:4,7 276:9,23	126:4 313:4,12	97:15
118:1 120:21	278:12,14,15,23	beyond 28:16	binders 10:10
121:7 122:7	279:12,22,22,23	40:11	biogen 312:3
124:6 131:16	280:23 281:6,8	bgm 53:9	bit 185:14
135:16 136:8	281:17,19 282:8		

[blank - carried]

Page 9

blank 240:22	157:17 159:13	64:24 66:2,12	106:7 204:1
block 82:20	199:19 253:2	67:18 69:1	229:1
101:18	266:14,18	70:12,13 76:13	call 24:22 52:4
board 94:23	283:11,19,22	77:14 78:2,7	58:21 61:19
115:20 133:17	291:7,24 292:8	81:9 84:13,14	66:12,13,15 85:3
151:7,24 152:3	318:10	87:20 120:15	94:20 97:5
188:18	briefing 180:13	122:13 131:23	102:9,11 107:15
boren 216:23	bright 105:24	brucemurphy....	111:21 127:24
218:19,22	193:5,13 274:18	53:9	140:10 145:24
233:14 257:12	brighter 260:9	buddies 298:15	151:2 160:15
257:15 277:24	bring 91:9,11	builder 23:24	186:16 209:9,12
278:7 289:20	170:9	25:6,10 26:13	209:21,23
290:19 292:6	bringing 55:17	bunch 278:1	223:11,15,18,22
294:6 295:3	69:12	bundle 298:24	224:1 227:10,19
310:5 314:5	broad 2:8 40:2,6	burns 183:15	228:18,24 232:7
bottom 93:1,17	221:18	235:23 254:15	247:10 262:4
93:24 105:11	broaden 29:2	272:24 273:1	called 18:22
111:22 218:4	68:20	275:5 276:10	46:17 110:5
236:10	broadest 111:23	bus 297:4	175:17 203:9,9
bought 263:4	broadly 16:14	business 9:12	228:18 257:3
bound 227:22	47:19 48:1	17:17,20,21,22	309:11
bragar 295:14	127:24 205:24	18:2,18,19 19:4	calling 93:6
brandt 233:19	251:6	20:2,6,10,13,14	243:6
233:20	broken 111:2	21:5,14 26:21	calls 78:4 85:23
breach 267:2	brought 43:20	37:8,22 40:1	102:2 106:23
breadth 111:23	44:4,22 69:14	110:4,15 111:14	candor 267:21
221:18	96:13 121:16	113:10 117:8	capably 118:20
break 6:20 9:15	183:13 271:10	122:24 125:19	capacity 117:10
16:21 120:1	bruce 35:16,22	129:14 130:20	122:11 123:16
198:1 199:13	36:9,18 42:7,21	301:22 305:15	172:7
232:5 252:24	43:17,20 44:3,9	buy 110:7 173:6	caption 27:4
brett 175:20	44:23 45:6,10,11	c	captions 317:21
273:2	45:13 46:14,22	c 2:1 5:2 323:2,2	car 263:5
brian 216:15	47:9 54:9 55:23	caldwell 18:10	care 73:14
245:15	56:7 58:14	california 14:10	careful 250:14
brief 35:4	59:16,22 60:2	14:13 15:3 17:4	carefully 321:18
119:24 120:5	61:5,9 62:2	25:12,13 26:7	carried 55:20
147:6 153:19	63:15 64:13,22		

[carrier - certification]

Page 10

carrier 112:17	184:8 185:6	297:20 298:2,18	caught 171:5
case 12:12 13:5	186:1,11 187:22	302:12,20,21	184:3 299:8
13:14,20 23:23	193:14,24	303:10 312:3,3	cause 133:18
24:9,12 26:12	197:19 205:11	312:16,23	caused 161:22
37:4 39:14	205:13,15,22	313:20 317:21	causing 157:13
40:21 41:1,9	212:14 214:8,19	318:10,24 319:2	caveat 25:19
43:21 44:5	215:2 217:10	319:5,7,14 320:3	50:5
50:10 55:8,18	219:13 220:2	320:18 321:9,11	cc 217:1 243:23
61:11 62:20	221:3,19 223:5	cases 78:22	cease 219:12
68:1 69:14 79:5	225:8,12 226:22	91:20 92:2	232:9 243:5,6
79:5 81:16,20,23	227:9,14 228:1	99:20,20,20	244:6 245:24
82:1 86:6,15,18	228:20 229:23	111:16 120:19	246:5 247:4
88:1,4 91:1,12	236:13,24 238:5	120:24 121:11	248:4
94:12,21 97:7,8	241:10,15	121:14,15	center 162:6
97:23 98:10,17	248:16 250:9,10	138:19,20	163:2
100:1,14,17	251:9 252:11,11	151:19,22	central 203:23
101:3,4,12,15,18	252:12 254:13	170:15 219:14	centrylink 291:8
102:5,17,22,24	255:2 256:19	219:16 234:20	291:11 295:12
103:10,13	257:10 263:4	243:21 249:2	centurylink
107:12,12,13	265:9 266:10,13	250:7 257:3	291:5 295:9,21
108:3,23 109:3	266:20,24 267:7	266:4 267:24	ceo 133:14,16
112:15 119:13	267:10,15,17,18	281:18 286:11	certain 10:6 13:6
121:18 122:6	267:19,23 268:6	291:15 297:24	39:1 50:1,22
125:7 128:22	269:4,19 270:20	298:16 299:16	69:8 84:17,20
130:3 132:14	271:2,5,11,20	299:20 302:9	127:5 128:12,12
133:20,21,22,22	276:8 278:15	303:7,14 305:5	182:22 205:19
136:13,14,16,18	279:18,21 280:1	305:10 307:3	210:18 212:21
136:23 137:3	280:15,18,19,22	308:11 310:7	219:22 220:13
140:14 141:20	280:24 281:2,10	311:15 312:1,2,4	283:14,16
142:8 143:17,21	281:22 282:1	312:10,22	311:16,18,22
145:9,14 147:23	283:2,12,23	313:16,23 314:7	312:17
151:3,5,17,18	284:5 285:7,10	314:9,21 315:19	certainly 12:4,23
152:7,17,23	285:21 286:2,3,5	315:21	31:22 44:21
153:22 155:2	286:13,23 287:8	catastrophic	120:18 188:21
158:6 161:2	287:10 289:2	85:4	246:21 269:23
162:7,11 168:5	290:6,22 291:14	catch 251:6	270:6
169:3 172:4	291:22 295:7,8	categorize	certification 5:5
179:6 180:6,10	296:17,18 297:5	245:17	323:13

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1447

[certify - collective]

Page 11

certify 323:4	chicanery 220:2	101:17 102:14	client's 137:5
cetera 23:3,4	220:8,21	103:4 115:1,8	151:21 172:2
115:1,1 203:13	chief 143:15	122:4 125:22	183:21
242:10,10 266:5	183:14 191:5	137:3 162:6	clients 83:6 89:4
283:10,10	chock 256:5	163:1	157:10 165:15
cfo 133:15,16	choose 37:14	classes 17:8	167:24 171:4
chain 52:8 63:12	chose 19:12	claw 79:2 116:2	173:20 176:24
240:13	47:10	133:22 134:18	185:11,23
chains 52:9	circle 14:23 15:2	clawed 134:16	186:24 187:5
chance 53:3	circled 259:9	clear 26:24	188:23 189:3
240:6 277:20	260:22	27:15 48:22	190:19 191:21
288:12	circumstance	55:16 67:2	198:17 210:24
change 180:15	274:6	85:18 119:7	216:2,12 235:7
180:17 193:14	circumstances	146:6 170:8	247:5 249:7
321:16 325:4,7	205:15 251:21	218:8 271:16	255:1 265:18
325:10,13,16,19	city 204:22	296:3 314:20	274:11 303:15
changed 41:12	civil 1:3 26:13	clearly 68:9	305:14 309:9
71:14 180:8	claim 100:15	122:15 156:11	clinical 19:15,21
changes 56:22	101:10 303:8	243:13 266:8	19:21 20:2,5,10
69:5 70:3,24	312:7	296:9	20:14,15 21:5
71:22 73:6	claimed 158:5	clerk 155:23	117:8
115:19 324:10	claims 125:23	216:24 217:3	close 204:4,4
326:6	134:3,15	218:13 233:14	closet 195:20
changing 257:6	clap 255:18,20	257:15,16 282:2	clue 289:12
characterization	clarification	289:22 308:20	293:16
143:10 173:16	26:2 170:7	318:11	coconspirators
200:14 204:17	300:20	clerk's 97:20	248:3,8 251:6,15
characterize	clarified 56:23	clever 272:8	252:8
23:7 220:20	71:13	cleverly 72:24	coffer 116:4
315:24	clarify 27:7	client 12:16	coffers 116:6
characterized	clarity 171:16	68:10 73:21	colead 266:9
315:22	class 26:19 27:1	78:11,19,20 89:3	268:5 269:3,8,10
charge 23:14	27:5,11,21 28:5	128:10 131:23	270:1,8,14,16
313:13,23	28:8,10 80:5	134:1 153:11,16	295:20
check 94:5	81:19 82:2,7,13	172:10 193:6,12	collateral 38:9
checks 184:24	82:17,18 83:3,11	196:17 199:5	colleague 260:5
chester 263:2,15	84:7,19,21 85:6	247:7 249:7,14	collective 138:22
	85:12 86:5,15	252:16 313:21	

[collectively - conditioner]

Page 12

collectively 163:15	comment 56:21	companies 18:12	complex 189:12
college 16:16,22	comments 38:5	96:3 304:9	complicated
102:17 110:23	273:15,20	307:6	189:12 250:5
298:15	commission	company 18:5,8	complicit 112:4
colloquialism	27:18 95:13	18:9,20 19:16,21	complies 86:23
171:18	96:21	20:12 29:4	87:9 93:13
colloquy 40:4	commit 237:17	78:24 79:12	100:11 116:17
247:21	committed	102:21 117:4	118:5 223:8
colon 99:24,24	172:23 237:7	126:14 133:13	264:17 272:18
columbia 177:12	241:14 244:24	133:24 158:24	277:7 287:23
187:19,23	committing	309:16 312:19	288:11 316:15
188:12,14 189:2	195:4 238:2	compensation	components
189:7 197:21	284:21	126:24	231:10
198:5	common 46:11	competitor	concern 38:1
combined 32:8	129:1 302:16	95:22	128:17 129:21
46:1,3 133:10	communicate	complaining	202:2 319:1
169:17 170:1	44:22 127:4	302:18	320:14
come 28:19	218:9 228:3	complaint 10:17	concerned 39:7
96:11 131:14	235:9 281:24	11:20 48:12,17	45:1
179:7 269:6	communicated	48:18 49:10	concerning
272:7 279:19	43:19 322:4	103:2 147:15,15	11:17
300:10 309:7	communicating	185:22 202:14	concerns 44:10
311:14	42:17 145:7	203:1 217:18	114:2 126:6,8
comes 96:7	communication	259:15 293:24	141:19 161:14
195:16 241:1	43:6,7,9,18 44:2	294:6,12 312:7	176:22,23 177:4
322:5	51:6 64:21	complaints	202:6,7 210:3
comfortable	76:12 104:2	216:8 239:18,20	212:22 252:4
166:5	124:21 165:19	240:3,4 297:1,2	278:19 299:1
coming 107:11	227:8 235:12	306:20,21	311:10
143:12 245:21	236:8 263:7	complete 9:11	conclude 19:4,7
286:16	279:10 284:19	179:2 255:11	concluded
commence 91:21	communications	326:8	285:24 322:13
commenced 41:7	27:18 37:14	completed	conclusion 13:13
91:20	43:2 44:16,17	252:21 324:17	72:21 143:12
commensurate	45:15 74:22	completely 34:1	160:5 190:23
135:12,19 138:6	82:23 95:13	128:18 145:10	191:1
159:3	96:21 101:19	189:4 252:9,18	conditioner
	120:13 285:1		199:16

[conditions - conversations]

Page 13

conditions 129:12 153:10	considering 37:12 76:5 77:3	247:8 282:10	contract 96:9,12
conduct 227:20	77:17 84:7	contacted 86:4	189:20 195:9
227:23 247:13	consistent	206:6 229:18	contractor
306:14	230:17	236:17 238:15	189:21
conference	consolidated	239:16	contracts 21:15
102:11	151:20,22 216:8	contacting	21:15
conferred 64:1	216:9,11 217:18	139:10 227:12	contradictory
72:7 74:8	219:6 234:20	contemporane...	319:8
confirm 238:13	243:21 250:8	166:6	contributing
confirmed 57:4	312:17 313:16	contempt 309:13	282:17
conflating	313:23	content 96:2	control 312:23
286:12	conspiracy	302:5	323:17
conflict 60:14	250:20	contention	controlled 201:4
64:4 78:5,12,12	constantly 257:5	262:10	convenient
78:16,17,19	constitute 285:7	contentious	173:20 184:5
81:12,14	construct 128:1	273:13	conversation
conflicting 188:1	129:12	contents 300:17	10:1 47:20 51:1
conformed	construction	context 21:11	51:8,14 66:9,11
155:21 157:13	23:23 25:7	27:1 35:22	66:22 76:21
157:22 255:5	26:12	49:16 76:21,22	77:16 91:15
294:13	construed 38:23	76:24 78:1 84:6	108:22 123:22
confrontational	consultancy	89:13 91:3	124:24 125:18
226:11	128:1	104:3 119:3,7	141:6,7,11
confused 187:20	consultant	125:6 139:5	144:21,23
confusing	117:11	141:6,10 147:1	146:18 162:17
234:21 249:2	consumers 95:24	160:9 179:15,21	162:17 164:8
256:24	121:5	181:23 200:11	174:11 178:1
confusion 99:4	consuming	220:14 246:13	226:18,19 246:3
185:1 197:24	234:19	259:13 265:15	conversations
198:3	consummation	265:18	42:24 43:2
connection	45:21	continue 137:10	44:15 45:17
111:15	contact 49:22	226:18,18	61:12 65:15
connections	50:1,3 139:6	279:13 298:14	75:24 76:3,6,20
208:15	140:2 206:7,12	299:7	77:5,21 87:18,23
consider 37:13	207:6 224:10	continued 142:1	88:3,10 90:21,24
78:3 128:20	229:24 235:9,10	235:10 247:12	92:1 124:18
	240:7,8,10,12	continuing 12:19	125:11 127:10
		12:24 13:23	153:12 211:7

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1450

[conversion - counsel]

Page 14

conversion 30:21 32:13	copying 50:6 155:4 217:24	92:12 97:21 108:20 110:1	corresponded 302:9
converted 100:15 101:9 103:3	218:10,18 219:4 281:9	116:11 125:15 131:12,13 132:4	correspondence 105:20 149:8 217:4,8,14
convey 149:11	cordial 246:12	138:24 139:22 146:21,22 150:3	218:22 219:19 224:22 234:15
conveyed 88:14	corp 116:3	160:3,6 165:7 167:22 169:22	234:16,18 256:22,22 279:7
conviction 23:14	corporate 115:19 116:6	170:7 171:17,22 171:23 172:1,9	280:13 290:14
convictions 220:3 221:1	134:4 170:12 309:17	172:17,20 173:1 174:9 176:3,4,13	corrupt 142:8,10 142:18,23 143:3
cool 204:19	corporation 20:11,16 26:19	177:12,13,16 178:3 179:3,14	143:5,9,20 221:3 221:5
cooperation 6:1	27:12 69:17 80:1,21 84:2	180:22 185:7 205:3 213:5	corrupted 262:23
copied 50:11 57:20 58:5 59:8 59:19 63:15 105:20 108:6 109:21 118:15 214:16,23 217:4 217:13 233:11 243:10,14 256:17 257:9 278:1 279:7 281:4,16 290:1	112:1,21 114:17 115:21 116:1 121:4 128:9 134:10,22 136:4 136:7 139:13 146:8 152:18,20 159:1 169:4,8,9 170:10,18 215:18 298:22 299:3	215:21,22 216:16 224:9 226:3 232:3 233:15,16 244:14 259:2 278:4 280:16 281:4 289:21,23 291:6 293:1 294:2 295:9 319:10 326:8	counsel 2:5,10 5:4 6:1 8:16 9:23 12:9 44:14 44:18 47:21 56:20 61:22,24 62:17 64:6 71:17,21 72:1,1 77:10 87:2 102:3,10 112:3 112:18,20 132:17 137:1 139:22 146:3 172:11 183:22 186:12 195:7 215:6,16,18,24 216:21 226:14 226:15 227:9,24 227:24 233:23 235:24 248:18 252:17 254:16 266:9 267:7,9,19 268:5,22 269:3,4
copies 155:21,21 157:22,22 159:9 229:7 254:7 273:3 280:14 290:3 324:14	corporations 28:24 80:11 299:18 302:16	correcting 275:18	
copy 54:9 55:23 57:24 58:10 70:13 105:12,18 107:9 119:16 151:1 154:22,23 176:5 217:9 219:3 229:8 234:17 259:8,8 265:7 280:10 290:13 294:14	correct 20:21 25:8,10,11 26:5 29:20 32:10 53:17 54:18 57:20,21,24 58:5 58:6,15,16,23,24 59:1,3,6,20,21 60:2,3,6,7 65:5 65:20 72:11 74:14 87:20,21	corrections 326:6 correctly 30:18 60:11,17 94:24 98:2 107:16 156:9,10,11,14 157:5 183:5 240:14 302:2 correlated 283:1	

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1451

[counsel - date]

Page 15

269:8,8 270:1,1 270:8,14,16,16 270:20 273:6 274:2,15,16,18 276:2,2,3,4 290:7 291:21 293:19 295:6,12 295:20 311:24 315:19 321:4 324:14 counsel's 11:16 count 244:17 counterclaim 26:14,16 country 83:20 138:19 169:6 county 97:19 172:8 173:13 240:19 266:3 couple 70:23 163:13 course 8:15 10:7 24:18 30:8 83:14 127:10 167:10 235:10 247:12 268:23 287:4,13,14,15 court 1:1 7:12 10:9 11:24 12:7 12:11 24:10,13 25:12,13 26:7 38:10 52:24 74:2 89:13 101:5 124:8,9,22 140:6 143:14 148:4 157:12 161:3 164:24 165:20 168:10	171:6 172:24 180:6,11 181:18 182:21 183:4,12 184:1 185:14 191:6,7,8,8 193:19 194:3 195:4,11 197:19 198:21 199:4 202:13 217:5,8 218:6 219:4 221:24 227:19 228:6,10 229:17 229:19 230:2,9 233:22 236:23 237:21,21 245:1 247:17,22 250:21 255:6,7,9 255:13 256:5,6 256:14 257:13 259:9 260:22 261:6 266:19 267:4,5 268:18 268:19 269:22 269:24 270:6,13 270:18,23 278:16 279:7,10 279:11,14,17,17 282:2 285:20 286:24 291:16 295:5 309:3,5,7 309:14,20 310:8 313:6,18 315:9 316:6 318:5,8,8 318:22 319:3 320:6 321:21 322:1 323:6 court's 12:3 205:22 217:23	256:11 271:10 courtesy 7:20 8:3,5 courtroom 148:23 courts 140:3 171:2 198:20 236:18 238:16 285:16 cover 261:5 293:18 coverage 95:21 covered 38:13 covering 12:10 cox.net 53:16 created 185:13 303:17 305:17 credible 142:20 143:6 credit 193:6 crime 237:14,15 237:17,19,22 284:21 crimes 172:4 238:9 criminal 22:9,24 23:14 183:8 199:6,9 212:10 212:11 236:12 236:18,20 237:1 237:8,17,19 238:3,4,17,18 239:18,20,22 241:13 252:13 285:1,2 298:10 criminally 172:9 criminals 239:7	criticizing 218:23 cross 167:24 168:14 171:14 174:9 179:15,17 185:22 200:12 255:4 256:5,13 crusade 128:19 cs 324:15 curiae 291:5,14 current 24:1 151:3,5,17 152:23 cv 1:7 cymba 175:18 d d 3:2 5:2 16:5 116:14 dalinas 16:5 damage 133:24 134:22 damages 114:22 115:17,23 darren 86:4,12 data 84:5 85:2 267:2 database 313:7 databases 285:13,14 date 12:4 21:8 33:18,18 54:8 94:17 149:22,23 197:23 275:7 288:20 289:5,11 300:1 320:10,10 325:24 326:12
--	---	--	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1452

[dated - deposing]

Page 16

dated 3:15,16,17 3:18,19,20,21,22 3:24 4:6,7,8,9,10 4:11,12,13,15 52:17 53:19 63:2 92:18 104:13 109:12 116:19 150:13 154:11 164:11 164:16,17 213:16 231:5 232:15 253:19 257:24 258:11 263:23 272:10 277:9 293:6 dates 6:2 107:6 131:3 david 105:13,16 107:10,23 108:2 108:12 109:22 110:6 119:16 154:22 155:5 davis 292:1,5,9 day 9:9,10,13 21:14,14 61:18 64:21 65:2 66:21 103:5 144:15 159:13 159:17 187:17 188:19 197:23 257:4 276:11 313:14 326:15 days 6:4 9:12 58:2,22 66:7 70:23 72:4 73:2 73:4 74:4 165:23 185:5 324:17	dc 197:16 deal 8:18 33:7 33:24 38:12 39:16 116:10 126:12 133:9 307:6 dealing 44:8 276:9 dealings 36:5 42:9 53:23 69:15 92:10 155:7 213:8 305:15 deals 95:16 96:2 96:3 dear 231:17 233:7 246:9 debatable 200:24 debate 186:10 187:15 decade 210:5 242:14 decades 199:7 december 293:7 324:3 decide 268:17 270:10 296:16 decided 19:8 102:6 134:2 282:23 decision 267:6 267:14 268:20 270:19 291:21 declaration 4:5 179:9 185:7 191:12,17,19 222:21 223:4	225:22 228:16 declarations 192:22 195:3 198:21 242:9 245:5 declare 326:4 decline 122:9 declined 162:18 deem 279:15 291:19 321:2,13 deemed 136:6 247:14 321:7 326:6 deep 250:19,20 defamation 275:11 defamatory 38:16,23 defect 23:23 26:12 defects 25:7 defendant 1:8 2:10 23:19 48:14,23 142:2 186:2 defendants 215:17 defense 64:6 102:3 112:3,18 136:24 155:1 183:8 215:10,15 215:16,17 233:23 286:20 define 29:22 67:19 317:17 defined 147:17 definition 166:9 237:17 255:23	284:5,10,13,16 285:3,8,18 296:23 definitive 47:6 128:14 defraud 185:14 250:21 285:16 defrauding 171:6 degree 16:17 17:10 88:14 106:13 316:13 delay 155:24 157:14 delivered 94:5,6 99:23,23,24,24 159:13 delving 40:11 demands 94:23 100:19 demonstrate 276:20 denied 230:7 deny 238:13 department 302:7,23 303:6 304:16,18 305:1 305:6,18 306:16 314:17 316:9 depends 166:9 319:17 deponent 324:13 326:3 deposed 6:13 125:6 132:14 305:13 deposing 324:13
--	---	--	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1453

[deposition - discovery]

Page 17

deposition 1:13 5:24 8:15 9:11 10:7 11:5 93:7 99:7 124:1 135:23 137:22 145:19 147:1 246:17 305:24 322:12 323:6	205:5 210:4 212:22 213:2,4 219:13,14,23 227:14 268:2 278:19,20,21 283:4 297:17 298:1,7 299:3 312:22 313:10 317:6,15	determine 29:9 143:20 158:13 161:7 185:19 determined 111:18 131:17 227:19 285:20 developed 115:7 dies 297:4 differ 225:21 228:15 different 19:9,12 31:15 75:7 106:13 161:18 181:9 190:7 193:8 200:18 290:14 313:24 318:24 319:14 differently 319:20 difficult 29:7 34:13 103:11 256:9 271:6 313:13 dig 265:19 diligence 158:2 161:17 175:4 178:7 diligent 119:2 178:10 diminution 116:11 dinner 108:20 direct 5:18 86:17 97:11 114:11,20 114:22 146:2 259:22 260:1 323:16	directed 252:16 275:4 313:21 directing 221:15 276:2 direction 196:20 255:1 directly 68:19 140:2 178:2 276:10 director 116:9 117:16 directors 130:7 dirt 265:20 disagree 149:19 224:17 248:23 disagrees 226:1 247:17 disappointed 131:7 134:20 disbarment 205:23 disbarred 168:13 174:13 177:16 180:4 181:16 186:20 187:8 188:9,13 189:4,6,19 190:24 192:9 197:6,17,24 198:4 199:6,9 221:11 239:1 252:12 260:23 261:7 262:9 disciplinary 188:15,18 discovery 132:6 135:22,23 136:18 137:1,4,9
depositions 6:4,8 131:16 132:6 185:6	derivatively 69:18 80:3 112:22 134:23 139:20 146:10 298:23		
derivative 28:6 47:4 48:1,6,9 49:12 64:2,9 65:4 67:6 72:9 72:11 74:11,13 75:15 77:4 79:11,19,22 80:8 80:16 81:22 82:13,18,19 84:21 86:7,17 88:11,19 89:9 90:15,16,19 97:11 101:17 110:21 112:5,8 114:10,11,16 115:18,24 122:4 125:22 126:2 128:5,21 129:3 130:1,16,23 131:11 135:10 137:6 138:19 139:6 146:7 147:17,22 148:20 149:5,13 151:6,23 152:14 169:3,7 170:9,17 179:23 181:24	describe 46:9 300:13,24 described 103:20 128:2 135:1 describing 224:20 description 3:14 4:4 deserve 213:1 desist 232:10 243:5,6 244:6 245:24 246:5 247:4 248:4 despite 235:8 detail 246:3 detailed 128:14 details 84:10,15 251:3 299:14 detective 241:5,8 detectives 240:7 determination 13:15 316:11 321:2		

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1454

[discovery - driven]

Page 18

137:20 184:23 276:17 discuss 78:2 120:19 123:21 127:8,21 140:9 140:12 151:5 152:22 241:7 discussed 37:19 44:10 45:3 78:3 81:15 84:13 111:17 129:13 223:18 246:8 263:10 discussing 45:2 47:24 84:11 120:24 discussion 35:5 37:24 47:6 52:1 77:1 85:8 146:15 212:18 discussions 39:22 106:11,16 106:20 128:4,15 131:2,4 153:15 208:24 210:9 212:19 disinterested 252:9 dismiss 302:8 304:17,19 308:13 311:17 314:6 316:10 dismissed 23:4 100:16 103:5 281:18 314:17 dismissing 311:16,17	disproportionate 136:8,9 dissolution 169:9 distinct 67:11 district 1:1,1 172:8 173:13 177:12 187:19 187:23 188:12 188:14 189:2,7 197:21 198:5 239:16 240:12 240:18 dive 62:4 division 168:7,9 divorce 15:20 266:4 divorced 16:7 divvies 296:20 dno 112:14 docket 103:9 250:6,12 266:3 311:21 312:14 docketing 234:6 234:9 dockets 259:9 312:15 313:7 docs 260:22 261:6 document 10:14 10:24 55:21 57:10 63:9 64:22 87:7 92:24 93:5 97:16 104:22 109:18 116:15 118:4,11 136:3 136:18 138:3	150:19,20 154:17 185:9 186:3 190:6 195:22 197:22 201:14 214:3,7 219:10 224:21 225:5,7 230:20 254:4,22 259:6 259:20,23 260:2 260:6,13 261:6 318:13 documentation 157:11 documents 10:6 10:6,11,12 34:9 34:12,21 39:3 47:22 95:10 104:10 135:21 135:22 136:2 137:16 138:1 149:21 153:22 155:19 156:18 156:20 163:11 164:2 176:19 185:23 191:7 235:13 245:18 245:20 255:5 283:6,8 doing 13:22 103:2 119:21 121:4 141:13 145:13 161:17 175:6 197:22 235:16 256:3 271:7 298:12 299:8 313:17 doj 311:15,16 314:6	dollar 96:8 114:18 115:15 235:23 254:15 272:24 273:1 275:5 276:10 dollar.law. 236:4 dollars 33:15 79:9,13 112:16 133:11,23 152:4 152:5 239:3 domiciled 240:11 312:20 doubt 294:11 douglas 164:16 182:20 183:3 downs 112:13 dr 19:23 20:19 20:24 21:12,22 draft 48:12,16 48:18 49:10 148:1 157:23 207:11 249:5 274:19 293:16 294:5,12,22 drafted 235:3 274:20 275:8 280:13 286:6 drafting 165:16 274:15 276:3 draw 209:19 drawing 240:22 drive 204:8 driven 78:23 79:6 80:9 212:24 219:11 252:12 297:11 299:20 303:13
---	---	---	--

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1455

[driven - enclose]

Page 19

305:21 driver 25:17 26:4 driving 133:13 due 161:17 175:3 193:4 dui 22:12,15 183:9 duly 5:11 13:24 323:5 duplicity 194:5 duration 136:14 duty 139:24	effect 17:24 301:20 efficient 226:5 eight 19:5 151:19 eighth 229:3,3 eisenhower 286:14,15,17 either 23:8,18 42:10 82:24 106:9 118:19,22 125:21 129:15 141:23 203:16 215:15 233:23 240:5,16 241:12 282:17 312:10 elaborate 299:14 302:3 304:6 310:22 electronic 284:24,24 elements 237:14 237:15 email 3:15,16,17 3:18,19,20,21,22 3:24 4:6,8,9,10 4:11,12,13,14 50:7,17 52:8,17 53:8,19 54:7 55:20 56:6,11,14 56:16,18 57:4,6 57:7,8,8,14,16 57:17 58:3,4,9 58:21 59:9,13 60:5 63:2,10,15 63:19,22 64:17 65:6,9,17 66:2 70:2,10 75:11,12	76:8,9,11 77:14 78:8 81:9,11 87:20 92:18 93:24 94:5,10,16 94:19 97:4 99:16,17 100:12 100:23 104:13 105:18 107:8 108:6 109:12,20 116:19 118:14 119:4,12,17 120:15 122:13 144:11,16 149:7 150:13,24 152:24 153:17 153:24 154:11 154:21 155:11 158:9 175:19 181:2 213:16 214:14,23 217:2 217:22 218:21 222:13 229:6,7 231:5,12,15,17 231:20 232:1,6 232:10 233:3,4,7 233:12 234:24 235:3,15 236:6 238:1 241:17 243:8 244:5,12 246:2,7,13 247:24 249:6,9 251:14 253:19 254:1,6 257:24 258:11,18,20,24 263:23 265:6,11 265:16 272:10 272:22 273:5 276:15 277:9,24	278:7 281:1,16 283:19 288:4,16 288:22 289:18 290:19 292:10 294:7,9 295:3,19 299:10 300:2 307:1,14,23 314:4 315:24 316:11 318:6,11 318:16,17,22 320:6,7,14 emailing 291:4 emails 50:11,19 51:8,9 52:3,8,9 61:12,13,18 62:18 66:14,15 74:23 105:11 120:18 144:17 229:5 234:17 235:7 285:15 289:9 292:17 embarrassing 256:2 embarrassment 256:1 emerrigan 2:9 324:2 emphasized 277:2 employ 239:2 242:14 employed 17:16 22:3 289:2 employee 21:17 189:20 enabled 126:15 enclose 291:24
e			
e 1:16 2:1,1,3 3:2 3:12 4:2 5:2,2 16:4 99:23,24 202:17 307:2 323:2 325:3,3,3 eamon 2:7 324:1 ear 161:20 earlier 57:16 101:13 126:9 128:2 263:11 307:13 earliest 52:9 early 54:4 57:17 129:24 164:19 ease 290:11 easily 147:20 245:21 eastern 1:1 easy 86:20 220:13 educated 130:9 education 16:15 291:3			

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1456

[enclosed - exhibit]

Page 20

enclosed 292:2 292:22 encompassed 96:18 encourage 294:6 endeavor 126:20 ended 88:15 enforce 309:18 engage 91:15 122:24 123:6 engaged 70:24 96:3 223:16 262:16 engagement 60:21 62:7 67:3 67:12,16,22 68:17 70:18 73:7 122:2 224:11 english 265:24 enhance 269:23 enjoin 102:6 entered 23:11 230:5,6 312:9 enterprise 21:18 285:2 entertainment 106:2,12 108:14 155:10 entire 79:18 136:14 142:8 entirely 78:22 79:6 115:22 134:11 252:11 entities 38:20 entitled 207:19 285:17	entity 20:9 22:3 32:9 38:17 46:1 46:3 49:13 169:17 170:1,12 203:12 303:16 305:17 320:3 envelope 259:7 260:18 301:2,3,6 301:12,15,19,23 environments 263:16 equally 211:2 equifax 124:6,23 125:1,13 153:19 153:22 266:10 266:13,23,23 267:4,17,19 268:6 269:4,22 270:5,13,23 271:11 erise 234:7 eriseip 234:6 errata 324:11,13 324:17 error 318:19 especially 38:2 128:19 129:21 146:12 esq 176:2,8 esquire 2:3,7 181:2 260:16 324:1 est 110:1 establish 67:10 97:14 established 303:3	estate 18:4 estimation 237:23 313:11 et 1:4 23:3,4 115:1,1 151:18 203:13 241:18 242:9,10 250:17 266:4 283:10,10 284:4 285:6 287:20 299:15 314:7,12,19 315:4,23 324:4 325:1 326:1 ethical 113:16 128:18 129:23 ethics 129:19 evans 19:20,24 20:1,17,19,24 21:12,22 evening 141:16 223:22 235:5,17 321:24 event 273:5 events 240:14 eventually 40:17 everybody 128:8 184:6 251:6,8 279:8 314:19 evidence 12:14 202:5 252:2 evident 296:2 evolution 73:4 evolving 251:10 ex 16:3 279:9 exact 294:1 exactly 178:14 184:16 185:12 186:12,24 187:5	196:19 198:17 242:12 297:14 304:24 exaggerated 221:10 examination 5:18 examined 5:11 example 38:15 96:6 112:12 221:13 examples 222:6 222:8 exception 256:11 256:12 263:8,9 excluding 69:21 exclusive 95:16 96:2,2,9 excused 322:10 executive 115:24 133:15 executives 83:23 111:24 112:19 116:2 133:9,23 134:17,19 152:1 233:24 exhibit 10:11,17 10:18,23 52:8,10 52:19 60:5 63:3 70:4 86:21 92:15,19 93:5 97:10,15 98:22 104:14 109:14 116:20 150:14 154:12 163:19 175:23 213:13 213:17 222:18 222:23 231:6
---	--	---	---

[exhibit - federal]

Page 21

232:16 253:20 257:21 258:1,12 263:24 272:11 277:4,10 288:5 293:1,8 301:7 316:18,23 320:20 exhibited 39:13 exhibits 39:4 61:15 114:10 259:15 271:2 exist 220:11 existed 123:17 169:5 exists 12:7 170:11,19 expect 11:15 29:14,17 126:23 175:1 303:8 310:1,2 expectation 127:5 expectations 127:22 269:14 expected 64:6 303:9 310:3 expecting 61:7 227:10 309:8 expediency 290:11 expedite 34:24 expensive 298:8 experienced 128:22 297:15 expert 236:11 273:9 explained 142:3 226:14	explaining 196:21 explanation 302:2 explanatory 210:20 explore 98:14 expose 128:19 221:2 297:11 299:2 exposing 218:5 express 153:5 expressed 212:21 expressly 90:9 extensive 178:11 extent 6:14,23 7:18 8:6,19 9:4 39:2 44:12 145:21 222:2,12 315:18 extinguish 112:15 extinguished 169:4 170:14 extract 304:7 extremely 234:18 256:9	159:2 167:7 172:22 173:8,11 173:15,20 178:16 182:8 185:18,20 189:15 190:12 198:24 199:3 212:23 224:4 228:1 242:5 245:23 249:17 269:6,15 283:3 295:16 312:8 facts 75:1 80:21 181:14 184:11 186:17 192:6,12 193:24 194:6,13 197:4,13 252:6 304:14 fails 324:19 fair 21:3,8 25:18 29:21 41:5 42:6 46:18,19 62:6,10 70:20 79:17 80:16 87:5 88:16 125:14 130:16,23,24 132:24 139:4 147:24 164:19 169:19 177:24 181:7 191:24 205:3 269:20 271:13 289:17 294:3,24 296:5 296:11 300:19 306:9 314:8 319:19 320:1,4 fairly 33:7	fairness 149:1 149:20 157:6 162:6 163:1 321:3 faith 143:11 198:14 252:3 fake 185:13 fallen 198:10 fallout 46:8 false 273:7 299:19 familiar 23:9 200:7 201:8,9,10 207:23 233:6 298:11 317:5 familiarity 213:24 family 15:5 fans 96:7,14 far 48:12 67:8 204:9 268:1 296:22 farther 204:21 fault 315:13 favor 33:1 fax 56:24 faxing 54:9 57:23 70:13 fcc 95:12 96:5 feasible 202:9 february 109:13 109:24 164:13 164:16,17,19 174:20 186:16 federal 24:11,13 27:17 95:12 96:20 107:12 259:7 298:12
	f		
	f 323:2 facilitate 285:1 299:20 fact 13:20 70:23 80:23 85:12 88:17,18 110:22 131:15 137:24 143:5,12 146:14		

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1458

[fee - firm]

Page 22

fee 136:7 156:19 158:4,5 179:21 179:24 180:18 180:20 262:21 319:4 feel 9:15 212:23 feeling 269:24 feelings 181:10 fees 79:9,13 112:11,17 135:11,18,18 155:14,19 156:24,24 157:2 157:17 158:5,14 159:2 160:1 173:24 174:2,8 261:18 285:16 285:16 298:21 321:3,5 feinstein 187:4 fellow 227:10,12 felon 252:13 felt 102:13 135:18 180:4 228:22,24 ferry 204:7,12 ficaro 215:20 fifth 228:17 fight 312:16 figure 30:7,9 78:24 102:21 111:1 146:13 160:15 figures 30:3,5 file 64:9 76:15 90:5 102:23 114:9,21 162:10 174:2 192:22	205:16 240:4 250:6,12 255:3 283:11 291:7 294:22 296:24 312:22 317:24 318:2,9 filed 26:15 27:17 28:1 85:12 86:5 89:7 90:13 97:10,17 98:10 101:4,15 103:21 104:5 107:13 121:14,15,18 133:20 141:24 155:20 157:1,3 157:11 159:15 163:10 167:19 167:21,23,24 168:14 171:13 171:14 185:22 198:21 202:14 203:1 205:11 210:24 214:7 225:4,7 229:9 245:5 256:13 266:14 276:1,1 277:1 292:8,23 293:13,17 294:1 294:5,19,23 307:21 314:7 315:23 files 174:9 303:7 filing 5:5 72:10 74:13 76:5 89:12 93:4 104:6 121:2 156:23 157:8 171:11 195:3	239:17,19 240:2 242:8 266:18 271:2 283:18,22 291:13 314:6 filings 13:13 38:6 296:6 306:17 filled 306:23 final 13:14 144:18 294:18 finally 5:23 find 73:24 84:18 96:11 139:11 145:8 161:8,9 180:7 182:5 184:23 221:20 222:9 227:1 229:21 265:20 301:13 310:6 313:8 finding 251:10 258:9 fine 5:16 44:19 56:21 90:3 105:3 145:22 148:15 155:22 225:1,2 304:2 308:8 finer 152:5,6 finish 7:21 8:4,6 8:11 73:13 173:12 finished 7:24 8:10 121:21 fink 40:16 101:5 101:14 102:18 103:1 110:22 129:6	fired 133:15 fires 21:16 firm 1:3 28:1 37:3 41:9,15 42:1,10,20 43:3 43:6,9,13 44:3,4 45:16 49:19 50:8 54:23,24 55:12 60:22 62:8 67:4,12,16 67:20 68:22 77:7 79:24 82:24 83:1,9 84:6,14 85:5 88:17 89:8,14 90:5,13 103:1 113:7,9,14 121:10 122:2,9 123:1,7,14 125:20 127:17 127:23 129:5,8 129:15 130:14 130:21 137:2,5 151:21 156:19 164:14,24 166:18 167:8 172:12,19,23 174:9,14 175:14 177:2,11 181:5 181:15 183:16 184:13 186:18 189:18 192:8 193:8,15 195:5 197:6,15 199:6 201:5,5 205:4 209:1 210:8 211:9 212:10 215:21 216:20
--	--	--	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1459

[firm - fraud]

Page 23

221:16 231:23 233:13 234:7 236:12,16 237:3 237:7,10 238:2,8 238:15,19 239:6 241:13 242:7 245:14 251:1,1 254:23 260:23 261:6 267:9,22 268:5,15 269:1,7 269:10,12,24 270:7,22 271:12 271:20 273:1 274:13 275:23 276:7,9,12,13 280:6 283:5 286:22 292:24 293:14 295:15 295:19,23 296:3 296:4,8,13 310:7 310:8,9,16,21,21 311:19 312:9 313:19 314:1,14 314:18 315:4 319:15 324:4 325:1 326:1 firm's 165:12 firms 37:3,5,7,8 37:10,11,21 39:1 39:8,24 40:20 41:7,10,16 50:7 69:8,13,22 71:1 77:2 78:20 79:23 83:13,15 84:11 111:8,16 111:22 112:6,7,7 126:17 137:4 221:9 255:2	257:1 271:4,8 275:7 279:24 281:18 284:4 285:6,11 286:20 296:14 298:7,9 298:13,14 303:17 308:22 310:24 314:14 315:22 first 5:11 30:12 35:15 44:8 45:14 49:22 50:1 52:11 57:15 93:19 97:19 105:11 107:13,19 125:3 164:10 174:4 180:9 188:7 209:9 210:22,23 214:4 218:2 236:11 249:14 249:18 259:3,5 259:19 260:21 265:3 292:7 300:22 312:22 313:5 firsthand 297:16 fit 269:2 fitting 251:21 five 73:4 99:1 226:24 fix 95:4 113:2 128:8 flatly 303:23 focus 296:10,10 focused 296:7,12 focusing 28:21	folks 96:13 233:21 follow 99:16 217:23 255:7,12 followed 66:16 following 144:14 follows 5:12 font 302:1,6 foot 296:22 footnote 318:14 footnotes 256:6 256:7 force 79:1 foregoing 323:13 326:5 forget 11:21 70:2 292:14 form 5:7 8:20 20:9 32:19 47:12 61:1 71:5 75:20 81:3 113:18 135:4 173:3 181:20 239:9 251:18 288:24 294:15 314:23 formal 123:12 239:18,20 240:2 240:4 format 289:9 formed 68:10 former 133:13 151:24 249:14 forsee 133:12 forth 51:9 52:3 83:6,6 91:11 141:3 177:5 183:16,18	296:19,19 forthcoming 101:24 151:3,6 151:23 246:6 303:21 fortune 6:3 forward 50:13 62:19 68:5,5 77:3,11 178:6 217:12 235:7 252:17 291:4 forwarded 4:14 229:4 288:4 forwarding 258:18,24 found 71:1 102:3 102:16 108:12 128:7 168:12 221:20,22 226:23 227:4 269:9 302:7 founded 18:14 four 236:10 256:10 312:15 312:21 frame 219:18 frank 162:5,9 163:1,4 164:8,22 165:14,23 166:2 166:17,22 167:1 167:5 174:12 177:14 178:2 frankly 160:22 274:17 fraud 128:20 143:13,16 171:22 172:17 172:20,23 193:1
--	--	---	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1460

[fraud - golden]

Page 24

193:18 194:3 199:4 218:5 221:19 222:2,8 237:21,22,22 241:14 244:24 250:19 278:20 fraudulent 220:11 221:10 236:22 239:3 244:13,16,22 286:8 free 9:15 75:2 friday 9:12 63:14 66:1 72:5 74:6 friend 105:17,21 frightened 227:7 front 10:8,8 29:8 39:5 149:21 165:16 207:22 245:18 310:16 fronts 10:12 full 6:7 7:8 220:6 256:5 fun 199:14 fund 29:2,6 funny 272:4 further 90:24 144:21 146:2 161:23 181:3 194:24 future 291:2 310:7	gained 262:23 galvanizing 220:3 221:1 game 313:2 gaming 201:23 gas 24:3 25:21 gathered 229:20 geller 86:12 137:2 general 31:4,20 31:21 108:15 219:17,23 254:21 255:15 291:22 297:17 generalized 219:17 generally 9:1 33:1 186:17 292:16 generate 283:7 generic 219:15 genesis 311:9 gentleman 161:1 161:2,9,10,20 203:4 206:21 george 216:14 georgia 24:16 germane 41:9 267:14,18 gestures 7:11 getting 49:6 62:1 63:19 76:24 78:1 98:17 104:4 271:18 273:13 ghosted 61:22 give 6:7,15 7:2 7:20 8:3,5 14:16	34:17 37:14 94:20 97:5 133:5 160:21 177:20 193:6 211:9 248:9 267:5 274:2 291:18 310:9 given 128:19 129:21 160:4 193:21 210:3 251:21 297:8 321:6 326:9 giving 98:15 321:12 glad 5:23 glazed 246:2 gmmrlawfirm.... 2:9 324:2 go 8:21 9:12,24 16:16 51:10 56:14 61:16 90:2 99:5 100:17 103:12 116:2 143:22 147:3,20 221:1 226:9 277:4 285:9 321:23 goes 114:16 116:3,5 204:22 297:5 319:10 goggins 241:5,5 241:8 263:10 going 6:13,15,24 8:24 9:9,13,19 10:5 11:17 12:15 23:7 31:8 31:20 33:12,16 34:5,7,13 41:12	46:2 48:8 52:12 60:10 62:16,23 63:9,22 68:13 73:20 77:8,10,18 78:24 79:4 86:22 88:10 91:20 92:15 93:16 98:21 102:7 104:9,10 109:9 110:4,15 110:18 116:16 118:18,21 122:5 129:17,18 143:21 144:2 146:16 150:11 150:18 154:8 163:13,14,23,24 177:8 181:13 187:14 189:13 193:21 194:12 199:15 203:12 205:18 213:12 213:14 219:21 226:12 231:3 249:20 253:16 257:21 259:18 259:21 268:9 272:3,15 274:2 277:5 282:10 284:12,14 287:24 288:23 290:13 296:17 296:17,18,19 301:1 gold 286:19 goldberg 2:7 golden 17:2,7,15 83:24 133:11,18
g			
g 5:2 202:17 gain 171:7			

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1461

[good - hartleib]

Page 25

good 5:21,22 6:3 36:16,24 49:7 63:24 86:13 105:21 113:15 113:22 114:1,14 119:24 133:21 143:11 152:18 198:14 248:18 252:3 254:22 261:18 269:23 279:3 282:3 295:1 310:12,13 google 141:14 178:11 gotten 45:5 171:7 187:24 governance 115:19 134:4 grammar 95:5 grant 286:14,15 286:17 granted 180:11 256:12 gratuitous 273:13 275:1 279:5 great 7:17 8:14 11:3 16:10 34:20 38:12 214:12 232:24 281:15 greatly 7:7 green 115:3 greg 235:21 236:2 grievance 121:3 gross 136:11	ground 133:13 grounds 64:8 group 203:9 255:2 284:17,22 guess 16:5,21 34:16,16,17 87:12 130:24 131:8 237:3 277:3 306:2 319:17 guilty 241:13,19 241:23,24 guise 304:10 guy 47:9 119:19 193:5 195:24 guys 36:16 37:1 114:1 264:6	handwritten 300:22 happen 286:9 happened 33:18 75:24 77:12 83:16 84:20 85:8 131:2,4 153:21 163:6 186:4,9 234:14 234:22 267:16 268:19 289:8 happening 30:14 32:6,17 33:2 96:17 141:20 156:22 happens 193:9 302:22 happy 83:21 91:19 119:7 144:10 202:24 212:1 harass 247:6,7 harassment 26:13 247:11,15 hard 7:22 34:8 119:1 160:15 161:4 219:18 248:24 hardware 96:13 harmed 79:12 96:1 112:1 121:6,6 hartleib 1:7,14 3:5,15,16,17,18 3:19,20,21,22,23 3:24 4:5,6,7,8,9 4:10,11,12,13,14 4:15,16 5:10,21	13:18 14:4 15:4 16:14 22:6 23:17 24:20 25:9,17 26:3 27:9 30:13,24 34:15 35:15 38:18 40:7 49:12 52:7,15,19 53:3,4,8 57:6 58:10,18 59:23 62:13,24 63:4,8 64:23 70:7,9,11 72:5,23 73:5 74:5 75:12 78:9 87:10,24 89:9,15 90:7 92:16,20,23 93:6 94:1 95:3 98:21,23 99:6 100:9 104:11,15 105:9 109:10,14 109:20 110:14 116:16,21 118:3 118:14 130:13 141:18 143:16 145:23 147:14 150:11,15,21 154:1,8,13,16 163:15,20 164:4 165:13,21 167:4 172:15 174:15 178:6 181:14 182:15,16 193:17 194:7 200:6 205:18 213:14,18 214:13 219:11 222:19,23 231:3 231:7 232:11,12
	h		
	h 3:12 4:2 164:17 325:3 half 183:11 hallway 125:12 halo 14:23 haltzman 1:16 2:2 hammond 1:20 323:10 hand 7:11 103:22 handed 159:14 159:17 handle 55:17 267:23 handling 37:3 55:8 276:8 handwriting 261:1		

[hartleib - identification]

Page 26

232:17 233:2 237:13 241:17 243:4,13 244:5 246:8 251:12 253:17,21 254:2 257:22 258:2,13 258:19 259:7 263:21 264:1,23 265:5 269:21 272:5,12,15,17 273:18 277:5,11 277:21 284:11 288:2,5,10,12 293:3,8 294:17 299:1,11 304:5 307:1 314:5 316:18,24 318:23 319:1,5 324:4,5 325:1,2 325:24 326:1,2,4 326:12 haste 276:21 hat 302:13 head 7:10 195:5 213:10 234:2 284:20 285:22 307:10 hear 145:18 heard 268:8,9,11 270:19 hearing 41:11,13 101:24 124:7,23 125:1,13 148:21 149:1,4,20 157:6 159:14 188:15 233:22 266:15 292:5	hearings 161:4 heart 305:16 heat 245:19 heavily 271:11 heck 276:19 hedge 72:23 held 1:15 35:5 120:6 147:7 151:7 152:3 199:20 253:3 help 34:24 98:12 134:21 162:18 162:20 helped 80:6 133:21 helpful 34:23 321:19 helping 162:10 304:10 306:22 helps 35:19 henceforth 296:10 hereto 326:7 hershewe 215:23 216:20 276:12 hey 75:16 88:10 hfmlegal.com 233:17 high 16:15 86:11 113:14,16 higher 59:14 highlights 6:9,10 highly 226:10 hills 257:1 hines 258:24 hire 46:6,9,12 47:10	hired 177:1 184:17,20 189:20,21 191:2 242:20 252:12 265:19 history 83:19 176:23 268:1 hit 6:10 24:3 25:22 297:4 hmm 156:5 hmsk 233:17 234:1 hold 22:5 315:7 holding 29:23 30:8,9,15 holdings 29:13 29:19 30:3,16 111:15 132:1 146:13 holiday 96:6 holidays 91:19 hollow 15:2 home 23:24 hominem 222:3 252:15 274:24 honestly 28:12 32:20 34:7 42:22 85:9 87:4 187:13 263:17 276:11 318:6 honorable 118:22 156:1 hoops 304:13 hopeful 152:19 hopefully 34:21 horrible 252:18 host 243:14 289:24	hour 183:11 184:8,9 193:16 195:14,15,21,23 196:1 hours 141:15 161:15,17 179:10 200:9,10 200:22 201:6,13 202:10 207:19 221:12 283:7,9 285:12 house 203:20 huge 199:4 human 57:1 humanly 202:8 hum 55:24 59:18 63:18 169:1 171:12 220:4 287:21 hundred 133:11 hundreds 83:13 133:9 hung 228:23 hurt 181:10 i idea 221:18 234:11 260:12 320:11 ideas 129:18 identification 52:20 63:4 92:20 104:15 109:15 116:21 150:15 154:13 163:20 213:18 222:24 231:7 232:17 253:21
--	--	---	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1463

[identification - institution]

Page 27

258:2,13 264:1 272:12 277:11 288:6 293:9 302:19 316:19 identified 97:17 103:21 206:22 281:4 identity 160:12 184:7 193:8 302:17 303:9,10 illicit 285:16 illusory 79:8 112:10,10 262:19 285:12 285:13 286:9 imagine 186:1 immediately 233:6 imperfect 8:7 implication 262:15 314:20 implies 262:8 319:15 important 269:16 291:1,20 impossible 114:21 impression 55:9 77:2 inadvertent 14:22 inaudible 298:11 include 219:23 250:16 292:16 included 50:20 183:2 210:18 316:8,9	including 137:4 243:14 254:8 269:12 273:2 290:6,9 307:21 307:22 314:8 incoming 222:4 incompetence 254:23 309:11 incompetent 151:24 275:6 inconsistent 289:1 307:12 incontrovertible 241:18,22 242:19 incorporate 197:9 incorporated 26:21 incorrect 72:20 226:11 incorrectly 202:19 indefensible 254:19 255:18 indemnification 111:24 independent 306:13 indicate 6:24 8:11 197:14 319:5 indicated 176:8 individual 29:1 29:5 100:15 101:10 103:4,10 122:11 123:16 172:6 215:17	individuals 38:20 39:9 industry 17:16 106:3 inept 252:18 inflate 283:9 inflated 286:10 influenced 271:11 inform 266:19 268:18 291:16 308:21 319:3 321:7 information 30:12 31:19 41:8 65:9,13 84:5 85:21 133:21 137:21 162:3,19,21 165:15 166:2 174:15 175:1 178:12 188:1 207:3,11 212:13 221:8 229:20 251:11 261:9,12 262:21 263:14 265:23 267:5,13 269:17 270:3,5 270:10,11,18,22 271:1,15 275:21 276:18 278:8 282:1 283:16 288:18 290:20 290:24 291:19 299:19 303:19 303:21 304:7 309:24 310:9 321:1,13,18	informed 102:24 163:4 165:14 166:2,17,21 174:12 229:19 230:1 informing 267:3 informs 72:6 74:7 initially 30:16 85:20 initiate 209:20 209:23 309:11 309:16 initiated 51:5 206:12 207:6 209:11 injunctive 82:16 82:20 101:18 102:1 injury 24:5 25:15 injustice 121:3 input 98:14,15 inquire 13:17 240:10 inquiring 84:10 inquiry 146:3 insight 85:2 instance 22:20 31:12 44:1 124:15 180:9 249:15 275:14 321:15 instances 25:1 312:23 instituted 24:6 institution 17:13
---	--	---	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1464

[instruct - issue]

Page 28

instruct 12:16 38:18 39:20 44:14 73:21	247:10 249:8 266:22 318:23 319:14	interviewed 209:24 282:18	55:3 60:15 64:5 69:9 77:1 78:14
instructed 318:10	interested 31:17 39:22 41:10	interviews 304:10	98:18 104:4 106:8,18 108:2
instructing 274:10,14 276:4 306:6	98:14,17 121:1 130:13,19 152:9 153:4 162:10	intimidate 228:18	117:7 126:19,22 184:6 215:7
instruction 34:16	203:11 295:4 319:7	intimidated 229:1	219:5 234:3 251:2,8 257:10
instructions 6:8 217:23 255:7 256:6	interesting 92:24 108:13,15 254:21 288:1 299:24 310:6	introduce 49:18 117:23	268:1 273:22 280:1,24 281:2 281:21 286:15 298:4 310:22 311:1,18 315:21 316:12 321:9,11 321:12
instrumentalities 284:18,23	interestingly 299:13	investigate 178:19	involvement 31:18 42:3 145:8 212:14 224:11 228:19 229:22 252:10 266:12 276:12 276:13 279:20 306:22 316:13
insurer 112:14	interests 46:7 65:4 69:17 90:17,18 111:20 121:11 130:15 139:18	investigated 286:12 302:3	involves 299:17
integration 83:19	internet 224:7	investigating 158:4 179:1 240:17	involving 45:18 314:9 318:24 319:14
intend 10:11	interoperability 95:18,19	investigation 175:6 280:12	ish 107:5
intended 218:9 269:13,23	interpretation 223:17,20 224:21	investigator 265:19 266:1	issue 13:1 37:2 37:21 79:18 119:1 135:17 151:24 152:11 160:12 161:12 165:8,10 166:21 168:24 170:24 200:20 201:12 201:16 211:22 211:24 224:4
intent 134:17 218:13,14 267:12 294:9 320:24	interlocutory 13:10	investments 111:13	
intention 9:11 120:23 218:10 267:8 268:14 270:12 290:8 291:23 292:15 320:13	interrupt 227:15	investor 311:3	
interest 20:24 21:4 29:3 33:11 38:19 89:23 104:3 109:3 117:20 128:23 139:12,12,19 153:5 205:5	intervened 102:22,23	investors 114:15 126:16 310:23	
	intervener 26:11	involve 107:23 266:4	
	intervention 23:11 24:9,23	involved 25:20 33:10 37:6 40:21 51:13	
	interventions 24:8,24		

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1465

[issue - kansas]

Page 29

230:19 271:16 313:8 issued 211:1 issues 95:24 113:6 131:8 151:6 153:18 221:16 271:13 282:9 286:17 296:3,4 308:19 308:22 it'll 185:18	jersey 203:17,18 203:24 204:10 204:13,18,22 263:13 jessica 175:19 181:1 jettison 134:2 jettisoned 257:3 jill 216:23 218:22 257:12 277:24 310:4 jim 179:18 job 79:24 119:8 139:24 186:10 252:19 267:11 john 202:20 263:11 joining 48:8 joseph 206:5 journal 205:20 206:3,21 207:7 208:8,11,13,16 208:23 209:17 211:8,16 212:8 213:9 282:7,7,16 journalist 206:2 joyce 187:4 judge 3:23 13:8 79:15,16 102:24 134:6 135:14 138:16 140:18 141:22 142:15 142:17,22 143:2 144:7,13 148:22 157:1 159:16 160:11 162:2 163:18 164:10 164:24 165:9,11	167:8 168:23 171:10 173:24 175:14 177:10 179:11,19,22 180:3,7,12,12,14 182:22,24 183:1 186:12 202:8 205:12,12 207:16 210:11 210:22 211:1 216:24 217:3,11 218:12,13,14,20 218:21 221:22 226:21 229:8 233:14 257:13 259:1,8 261:17 267:12,13,21 269:17 270:9 271:15 278:2,8 278:11,24 279:3 279:14 280:13 280:18 281:21 282:2,8 285:20 286:24 289:22 290:20,21 291:1 291:18 292:1,5 295:4 296:10 308:19,21,23 309:13,17 310:6 310:12,13,17 320:14,17,19 321:1,8,12 judges 138:21 juggled 272:6 jump 304:13 jumped 257:3 juncture 250:19 273:12	june 92:18 94:1 94:11 99:13,17 100:13 154:11 154:21 175:19 277:6,9,23 jurisdiction 168:5 279:11,18 290:22 309:3 312:18 jurisdictional 296:1 jurors 310:14 jury 185:18 193:12 jury's 145:17 justice 143:15 183:14 184:2 191:5 302:7,24 303:6 305:1,6,18 306:17 314:17 316:9 justice's 183:15 304:16,19
j			k
j 16:4 179:2 191:16,19 292:9 jack 202:16,20 263:12 jakubec 216:19 254:7,14 272:23 january 96:11 jay 216:16 jeff 159:21 160:12 165:20 181:16 186:19 197:6,15 199:10 200:9 262:9,16 jeffrey 102:18 110:22 160:24 162:22 163:5 174:16 176:2,2,6 176:8,18 177:3,6 178:8 181:2 184:17,20,24 186:24 188:6 189:18 191:13 192:8,21 237:4 242:7,16,20,21 262:3,12			k 312:3 kahn 27:24 28:1 107:13 205:9 kansas 24:18 162:14 164:24 169:5 170:15 209:20 212:2 218:5 227:18,20 239:17 240:5,9 241:9 245:1 247:17,21 266:20 268:24 269:1 271:2

[kansas - knows]

Page 30

291:17,17	242:16,17,19,20	155:9 157:6,16	274:21 275:12
292:23 315:9	262:8,11 270:15	158:17,17 159:6	276:5,6,11,13
321:7	270:17 279:24	160:3 161:4,21	278:14 279:12
kasner 215:14	287:9	163:10 165:3,22	283:23 284:14
kayla 9170	know 6:6 7:21	165:22 166:1,1	285:19,23 286:1
231:12 233:4	9:1,15,16 10:16	166:13 168:11	286:5,13,15
keep 11:13	13:23 20:12	168:15 170:17	289:10,16
119:19 155:6	21:16 29:2,11	177:22 178:11	290:12 292:19
171:6 190:13	31:12,13,13,19	178:21 183:15	294:10 295:11
194:12 226:12	33:6,13 34:7,13	186:17 187:18	295:16 296:21
288:1	34:19 37:10	188:6,12,18,20	302:12 305:11
keeping 270:1	39:1,23 40:3	189:3,3,5 195:20	306:24 307:3,5
kevin 258:4	41:23,24 42:1	196:16,18,20	309:15 311:8,12
kids 16:11	43:10,22 46:10	197:20,23 198:1	311:14 312:5,18
kind 68:19,19	48:24 50:21	198:5 200:15,17	313:14,17 315:3
123:12 126:23	71:11,15 74:18	201:21,21 202:6	316:1 320:9
128:14 130:19	76:1 78:17 80:3	202:7 203:5,7,15	321:9,10,11
151:21 153:5,9	80:17 82:15	203:18 204:5,6,7	knowing 180:3
216:12 225:18	83:5 85:2,24	205:12,13	250:11
239:11 246:1	91:17,23 94:7	206:11,16,22	knowingly
258:8 265:20	99:18,21 100:2	209:3 218:16	285:11
271:8 276:7	103:14,22	219:18 220:6,12	knowledge 31:18
279:9 291:20	105:19 107:6	222:1,2,7,7	41:18,19 42:3
300:23 318:3	108:9,10 111:12	223:19 224:5	48:11 53:11
319:8	113:20 115:13	230:22 233:18	109:4,5 141:22
king 1:17 2:4	116:1 121:13,13	233:20,24 234:1	159:20 172:18
knew 113:21,22	121:14,16	234:10,13,21	172:21 199:1,1
126:6 130:1	125:24 126:11	235:22 237:5	212:12 222:12
145:13 162:6	127:13,15	243:16 244:2	225:7 228:20
177:1 181:5,15	128:10,17 130:2	247:6,7 248:22	229:10 231:14
184:13,16,19	130:5,9 131:1,19	250:10,12,18,22	260:5 282:19
185:11 186:19	132:9,11,11	251:2,23 252:4	289:4 312:8
186:22,24 187:5	137:11 138:23	258:7 260:15	known 55:7
189:18 190:24	142:2 143:19	261:5,23,24	159:22 263:12
191:1,3 192:8	145:12 148:5,22	262:2,3,5,22,24	303:9,10
194:2,13 197:6	151:4,10 153:11	263:1 268:4,7,12	knows 80:20
197:15 198:17	153:13,14,17,20	269:6 270:15	186:12
226:21 242:12	153:21 154:1	271:4,18 274:9	

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1467

[ksm - led]

Page 31

ksm 1:7	law 1:3 28:1	326:1	lay 217:7
I	39:24 41:15	lawsuit 12:2	layperson 71:18
I 16:5 265:24	42:10,19 43:3,6	25:2,6 26:15,19	249:1 256:8
labeled 93:1	43:9,13 44:3	27:10,11 28:5,9	285:3 312:12
lack 255:11,12	49:19 55:12	28:10 38:3,4,7,9	layperson's
lacked 102:20	60:22 62:8 67:4	38:22 39:10,18	284:15
lacks 110:23	67:12,15 68:22	47:4 48:1,6 84:7	lead 12:13 28:2
laguna 14:10,13	77:7 79:23	130:1 264:5	112:7,7 135:22
15:3	82:24 83:1,8,13	278:3 292:22	151:22 220:15
landscape 18:4	84:6 85:5 88:17	lawsuits 26:9	227:12 267:7,9
18:23 19:1	89:8,14 90:4,13	lawyer 9:3 13:4	267:15 268:21
landscaping	111:15 113:7,9	36:11 37:19	269:3,7,18 270:7
18:20	113:14 121:10	42:18,19,21 45:7	270:16,20 276:8
lane 157:1	122:1,9 123:1,7	45:11,14 53:11	278:2 283:8
language 72:23	123:14 125:20	75:17,18 78:22	291:21 295:6,11
147:19 171:19	126:16 127:17	79:6 80:9 84:6	295:24 296:1
244:18	127:23 129:15	85:5 105:23	298:15 312:16
lapse 61:18	130:14,21	113:8 138:24	313:15,20 315:5
large 29:10,12	138:12,15	139:3 176:19	321:3
29:13,18,22 30:3	165:11 172:19	189:19 197:7,17	leadership
80:18 83:24	177:11 184:13	207:19 212:24	237:11
111:13 126:16	186:10,18	219:11 249:10	leads 207:20
141:18 259:10	189:18 192:8	249:18 252:12	296:20
269:19 274:8	195:5 197:5,15	260:23 261:7	learn 35:16
286:14 304:8	205:4 209:1	262:9 295:1	160:12 179:7
307:5	210:7 211:9	297:11 299:20	300:10 308:12
largely 296:7	212:9 228:1	303:13 305:21	learned 164:14
larger 301:21,23	231:23 234:7	lawyers 41:16	164:21 167:4
largest 267:24	239:6 241:13	42:14 138:3	197:13
312:24 313:1	242:7 268:5	142:6,18 189:11	learning 87:15
larock 299:9	275:6,23 278:3	215:13 218:11	112:24 115:4
late 235:4	280:6 282:2,7,7	233:12 237:9	leave 17:12
292:21 318:9	282:16 283:5	243:20 245:16	180:5 273:4
latitude 8:22	285:11 289:22	251:14 256:17	leaving 17:15
38:12	292:23 293:13	256:19 273:2	75:1
laura 216:19	295:19 303:17	280:15 282:2	led 17:10 52:3
254:6,14 272:23	310:16 319:15	290:9	76:4 84:12
	324:4 325:1		137:20 181:3,3

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1468

[led - long]

Page 32

181:14 184:12 207:4 215:2 216:12 252:7 left 84:1,2 88:15 legal 44:13,18 46:23 123:6,11 130:20 136:19 138:2 176:6,17 237:15 324:23 legislative 126:6 126:8 legitimacy 161:15 legitimate 39:20 192:24 247:14 lend 79:5 297:19 letter 3:23 4:7,15 55:13,15 57:3 60:22 62:7 67:3 67:12,17,23 68:18 70:18 71:16,20,22 72:4 73:7 74:4 77:5,9 122:2 163:18 164:10,13,15 165:12 168:4 175:21 176:7,13 177:10 182:20 182:24 183:1 217:8 229:12 231:22 232:10 232:15,20,22,23 243:6,7 244:6 246:1,5 247:4 258:19,21 259:1 259:10 261:10 261:13,17 262:7 262:15 293:6,18	299:14,22 300:5 300:7,11,14 301:6,13,19 302:4,10 306:15 307:4,15 308:1,5 311:11,13 316:3 316:7,8 letters 163:14,15 163:24 164:11 164:18,23 165:16,21,24 166:7 167:7,11 167:14 168:3 174:13 175:13 178:6 180:2 181:1 229:14 letting 8:4,5 218:16 level 228:19,20 304:3 liability 20:12 112:15 liable 275:11 libelous 273:10 273:15,20 275:16 276:21 276:24 licensing 95:14 96:4,20 lieu 30:21 life 38:2 86:20 264:10 light 60:14 64:4 210:3 limit 321:21 limited 20:11 197:2	line 99:22 266:7 297:4 325:4,7,10 325:13,16,19 lines 236:10 244:17 link 282:15 lipstick 79:7 134:4 liquidated 29:12 list 10:12 257:4 290:1 listed 144:12 172:11 183:21 227:5 229:6 listen 193:4 lists 177:11 290:2 literally 27:3 litigation 23:17 26:9 38:13 41:6 60:14 64:5 78:13 79:11,19 79:22 80:5,8,9,9 89:10 106:9,15 106:17 110:21 112:5 122:5,12 126:3 128:5,21 129:3 135:11 137:6 139:6 205:6 210:4 212:22 213:2,4 219:11,24 248:15,20 273:17,23 278:19,22 280:7 283:4 287:13 292:1 297:11,17 299:4 303:13	305:21 313:11 317:6,16 litigations 80:6 little 145:9 229:22 243:9 252:10 262:19 298:21 live 14:9 15:2 106:5 lived 15:12 263:12,15 lives 263:1 living 203:5 263:18 llc 1:16 299:17 llcs 302:16 303:2 llp 40:16 lobby 125:2 local 102:10 215:24 216:21 235:24 252:17 254:16 274:14 274:16,18 276:1 276:2,3,4 290:6 logged 201:7 logs 220:12 221:11 286:18 long 7:18,19 9:13 15:12 17:6 17:19 18:24 33:16 34:5 82:21 85:24 110:18 123:17 133:4 165:3,4 183:11 188:10 188:10 282:13 304:22
---	---	--	--

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1469

[longer - marked]

Page 33

longer 17:22 41:12 77:7 102:5 103:13 130:13 168:4 169:5 170:11,18 209:8 290:1	loosely 273:7 loretta 258:24 lose 112:20 114:15 118:18 118:21 loss 45:19 80:18 84:22 111:1 115:10 130:5 312:24 313:1 losses 78:24 102:21 112:13 126:16 lost 83:21 96:12 111:5 114:4 130:3 lot 33:17,18,19 33:19 42:13 83:22 114:16 121:2 159:6 161:6 180:1 212:23 281:11 286:11 292:20 297:23 302:5 312:22 lots 138:18,18,18 138:20 243:9,10 317:5,9,12,15 319:6,16,24 320:18 loved 134:16 low 314:16 lower 63:12 ludicrous 264:8 lunch 9:14	m.d. 19:20 ma'am 144:6 mail 284:18,24 284:24 300:8 maintained 290:22 majority 11:24 13:9 161:16 making 171:19 218:24 226:19 248:11 270:19 273:7 306:4 310:16 malfeasance 130:7 133:24 malpractice 103:12 man 86:13 95:18 management 291:22 manager 203:13 mandate 95:14 95:19 96:4,16,20 manhattan 162:8 204:13 manila 301:23 manino 305:12 305:15,24 315:20,20 manner 73:18 80:21 226:11 march 52:18 53:8,20 55:22 56:1,15,16 57:9 58:4,8,11,23 59:15 60:6 63:2 63:14 65:17,24 66:1,6,6,8,8,20	66:20,21 70:9,19 72:5 74:6 75:11 75:12 76:8,9,11 76:20 77:13,22 78:8 81:10 82:4 85:19 87:19 88:6 90:23 92:15 97:20 120:14 122:12 127:14 130:21 207:13 213:16 214:14 223:22 227:18 228:5 231:5,11,22 232:2,9,15 233:3 243:5,7 244:4,7 247:23,24 288:19 mark 52:14 62:23 86:22 88:1 104:10 109:10 116:16 150:11 154:8 163:14 213:14 215:9 222:18 231:3 234:7 253:16 257:22 263:20 272:3,5 277:5 293:3 marked 52:18 53:4 63:3 64:22 92:19 98:23 99:5 104:14 109:13 116:20 150:14 154:1,12 163:19 165:12 165:21 174:14 213:17 219:10
looked 97:10 103:9 311:20,23 looking 47:8 78:9 80:19 91:6 91:8 102:5 136:2 153:24 156:20 161:12 161:18 176:22 281:5 294:8	looks 50:13 58:20,21 62:19 219:20 235:22 281:5 293:24	m	
	m 164:17		

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1470

[marked - merrigan]

Page 34

222:22 231:6 232:16 243:4,12 246:7 253:20 258:1,12,17 259:6 263:24 272:11 277:10 288:5 293:7 294:17 299:11 316:18,23 320:21 marking 10:6 87:8 97:15 264:16,23 288:10 marriage 15:20 15:23,24 16:1 married 15:16 15:18 marston 13:8 mary 1:20 323:10 massive 116:10 master 250:10 material 79:18 85:2 145:2 matriculate 17:6 matter 42:4 49:20 50:14 64:12 67:5 68:20 70:23 77:23 83:12 88:20 90:6,16 119:11 123:16 143:5 147:16 199:3 202:15 245:23 323:6 matters 23:18 171:20	mcbride 208:17 209:7 mcgowan 10:10 178:23 mcgrory 215:9 234:8 mean 27:2 29:17 33:12 40:24 41:23 54:21 58:20 61:24 97:8 101:10,10 105:19,20 119:6 122:17 123:11 139:3 149:14 153:1 167:18 168:17 186:1 199:2,3,5 214:17 215:5 217:24 221:19,23 224:20 230:22 237:16 242:24 255:22 256:4 260:11 276:21 280:9 283:6 292:20 296:15 meaning 26:20 64:24 82:4 95:19 136:11 158:7,8,9 174:20 204:1 237:15 269:3 314:13 317:21 meaningful 80:10 86:14 283:9 298:2 meaningless 134:5,7,11 135:14,15 136:6	158:23 255:22 means 85:19 97:24 100:3 115:16 120:3 137:15 148:10 284:19 298:20 323:16 meant 36:24 49:2 103:7 110:15 169:19 174:23 measures 115:20 mechanism 115:9,17 medical 19:14 19:18 20:19,24 medicare 304:11 medications 304:12 meet 101:21 124:4,16 meeting 108:20 melvin 299:8 member 20:1,5 197:7,16 240:17 memorialize 246:3 memory 82:15 183:4 242:5 257:17 282:20 284:12 mentioned 54:8 211:15 217:16 276:16 307:15 mentioning 311:9 mentions 307:24	merely 136:1 merger 27:19,22 28:11 30:14 32:7,18 33:2 36:12 37:4,5 41:2 45:20,22 46:8,24 49:14 53:24 82:21 83:18,19 85:5,13 100:14 101:3 102:6 203:1 209:2 mergers 33:19 merrigan 2:7 3:8 5:14 8:16,18,22 9:6,19 10:2,9 11:7,10 12:8,22 14:1 22:10 26:23 37:23 38:1 40:5,12 44:11,24 47:11 48:21 49:1,5 54:20 60:24 68:13 71:4 72:12,19 73:13 74:16 75:2,19 81:2 88:21 93:18 99:1 100:7 104:17,21 105:2 113:17 119:23 135:4 136:20 140:7 148:9 156:4,6 160:14 173:2,9 173:14 174:17 174:22 178:22 181:19 182:9 186:5,11 189:22
--	--	---	---

[merrigan - multiple]

Page 35

190:3,13 191:15 191:22 192:11 192:16,18 194:6 194:10,15,19 196:2,5,8 199:15 200:13 204:20 208:10 225:23 232:21 238:21 239:8,21 246:20 248:9,13 249:24 251:17 264:20 274:4 277:16,17 287:1 288:23 289:6 300:17 306:2 307:8,11 307:23 308:4 310:18 314:22 315:6,10,14 324:1 message 94:6 met 123:24 125:3,5 161:2 204:8 michael 1:7,13 3:5 5:10 25:9,17 26:3 44:11 48:21 49:11 56:19 58:13 59:23 63:24 89:9,14 90:7 141:17 156:3 196:3 250:1 292:9 318:22 320:19 324:4,5 325:1,2,24 326:1 326:2,4,12 michaelhartleib 53:16	michigan 229:2 mid 193:14 midatlantic 324:15 middle 100:6 midnight 144:15 miller 2:7 million 112:16 116:1 133:11 136:16 171:15 179:24 207:20 221:12 252:14 252:14 262:20 millions 79:8,13 96:8 133:10,23 135:21 137:15 137:24 152:4,5 239:2 283:5 298:20 mind 168:11 177:5 219:19 241:4 242:18 268:23 270:6 286:16 mine 24:21 105:17 minnesota 24:16 292:9 minor 24:2 minute 213:23 254:2 minutes 147:4 226:24 mirky 181:8 misheard 308:6 misinterpreted 308:6	missed 85:22 292:18 missing 104:23 230:23 243:17 misspoke 311:5 mistaken 151:20 274:12 mistakenly 142:2 mm 55:24 59:18 63:18 169:1 171:12 220:4 287:21 model 111:14 modified 32:4 moment 24:17 28:18 55:11 174:10,20 202:12 272:16 monday 58:8 99:13 monetary 115:23 money 79:2 80:2 83:22 110:7 111:6 112:2 114:5,16 116:3,3 116:5 127:6,18 130:4,6 134:19 286:7 moneys 46:15 134:16 296:20 monica 4:5 90:14 131:12 132:13 139:6,10 139:14 140:10 140:13 141:5 143:23 222:22	223:4,12 225:21 228:16 231:13 232:7 233:5 292:24 293:14 montgomery 172:7 173:12 240:18 month 166:12,14 monthly 127:6 127:18 months 124:2 125:7 moot 283:24 moral 221:23 morning 5:21,22 6:12 63:24 mortgage 18:3,7 18:11 motion 64:2 149:19 210:24 265:16,17 302:7 304:16,19 308:12 314:6 316:10 motions 309:6 311:17 motivation 210:1,2 mouth 181:5 move 253:14 306:12 moving 11:13 77:3 257:5 multi 296:1 multiple 6:4 30:3 94:23 159:8 185:5 296:24
---	---	--	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1472

[multitude - nextel]

Page 36

multitude	245:16	national 278:3	never 62:6 67:11
245:16	n	282:7,16	77:5,12 84:19
murphy 35:17	n 2:1 3:2 5:2	nature 79:19	85:8 88:18
35:22 36:5,9,18	16:4,5 323:2	85:4 90:19	110:5 127:1
42:7,21 43:17,20	naive 115:3	132:23 133:2	131:20,21 132:2
44:3,9,12,23	name 3:14 4:4	180:17	161:2 183:18
45:6,11,13,15	16:3,4 18:7,12	navigate 312:13	187:10 191:2,3
46:7,14,22 47:9	29:1,5 38:20	312:13,14	191:10 198:18
47:21 48:1,19	64:10 72:11	near 112:10	202:4 205:4
49:17,18 50:6,19	74:14 76:16	nearly 79:14	224:10 249:18
51:11,13 53:11	77:4 79:5 89:9	114:20 134:7	259:17 263:3,6
53:23 54:7,19,19	161:11 179:1	necessarily 87:8	264:9,10 279:8
55:7,10,23 56:7	181:7 187:4	111:20 132:4	312:9 318:20
57:3,23,24 58:9	190:8 191:13	necessary 78:21	nevertheless
58:19 59:5,16,22	193:14 206:4	298:19 326:6	65:2 247:22
60:8,13 61:5,9	210:8 211:16	need 6:7 7:8 8:11	257:8
62:2,14 63:15	227:2 241:3	9:4,15,23 71:9	new 24:10,13
64:22,24 66:2,12	276:16 286:16	77:9 107:10,20	97:19 101:5
67:10,18,23 68:1	295:14 297:20	110:7 143:20	102:11 110:8
68:3,23 69:1,11	named 25:1,5	155:21 157:21	137:21 152:2
69:24 70:12,18	26:10,18 27:3,10	195:2 199:16	202:13 203:17
71:12 72:6 73:8	39:2 89:24 90:7	229:19,24 230:2	203:18 204:7,13
74:7 75:10,13,17	90:9 122:6	244:20 248:3	204:22 234:18
76:13 77:14	123:15 130:15	258:6 282:9	263:12
78:2,7 80:15	131:11 139:21	needed 71:13	news 313:8
81:9,13 84:13,14	202:15,16	98:12 157:22	nextel 27:21,23
84:16 85:14,21	205:13 317:18	229:21	28:11 30:13,16
86:6 87:20 89:2	317:21	needs 8:23 79:21	30:17,17,21 31:6
92:11 120:15	names 37:15	80:7,12 126:10	32:5,9,18,18
122:13 123:4,9	183:15 210:10	198:22 283:3	33:2 44:5 45:19
123:19 131:23	271:18 274:3	310:11 322:6	46:8,24 49:14,20
murphy's 49:23	naming 271:18	negative 270:21	53:24 67:5
54:23,24 56:18	narrative 74:24	negotiate 21:15	77:23 82:3,8
musoff 154:23	83:5	negotiating	83:4,12 84:5,8
154:24 215:14	nascar 96:7,10	153:5	85:4,13 88:1,4
mutual 29:2,5	96:14	net 251:7	88:12,19 89:10
myriad 91:10		network 111:12	89:16 90:6,15,22
96:1 172:4			92:11 119:13

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1473

[nextel - officers]

Page 37

123:4,10,19 131:11 132:21 140:15 146:7 147:22 158:6 160:9 169:12,21 170:2,3 197:19 205:21 209:1 223:5 225:8,12 236:23 267:18 280:15,17 296:6 301:10 308:24 320:16 nextel's 35:23 night 159:15,16 292:20,21 299:14,24 niguel 14:10,13 15:3 nilly 193:14 nods 7:10 noise 156:7 nominal 48:14 131:19 non 111:9 295:1 nonexistent 169:7 nonsensical 255:21 north 203:23 204:10,18,21 northern 204:13 notary 1:21 326:13,19 note 12:18 13:2 68:14 279:1 307:11 324:10 noted 12:22 13:24 156:13	173:18 315:14 326:7 notice 1:14 279:1 287:17 notify 155:23 218:14 236:13 notwithstanding 320:5 november 1:10 323:11 nuanced 126:1 126:12 nuisance 78:22 298:19 number 14:19 30:1,10 97:23 131:19 141:13 201:6 214:15,20 224:5 226:23 227:1,4,6 228:17 244:17 250:11 254:7,13 256:21 257:4 281:13,16 282:11 314:15 numbers 128:11 128:14 136:11 136:12 numerous 24:14 nutshell 160:5	obfuscate 220:2 object 8:16,20 12:9 32:17 102:7 112:6 135:4 148:23 186:3 200:13 288:24 306:4 objected 147:22 148:2,4 objecting 152:13 158:15 306:6 objection 8:19 8:24 12:18,19,23 12:24 13:24 22:10 47:11 60:24 68:14 70:4 71:4 72:12 73:14,18 75:19 81:2 88:21 102:13,23 113:17 136:20 140:7 153:6,9,14 153:16 157:7 158:11,12 159:2 167:17,21 173:2 173:15,18 181:19 189:22 238:21 239:8 251:17 287:1 306:3 307:12 310:18 314:22 315:6,15 objectionable 158:14 objections 5:6 24:8,11,14,15,22 318:2	objector 26:11 212:15 obligated 236:13 obligation 195:6 obtain 115:10 178:12 276:17 304:11 obtained 86:14 135:12,13,20 136:9,10 138:7 141:13 159:4 283:15 obtuse 193:6 obviously 151:17 271:14 272:20 occasions 91:18 occur 9:5 occurred 66:23 143:10 occurrence 22:21 odd 243:9 oem 95:16 96:2 offended 80:23 81:6,7 offensive 71:2 264:5 offer 153:8 offered 55:12 100:16 102:12 office 45:16 97:20 240:12,18 322:5 officer 116:9 117:16 240:17 officers 130:7
	o		
	o 5:2 202:17 312:3 323:2 o'clock 144:18 144:19 oath 6:13 195:3 294:20		

[offices - ones]

Page 38

offices 101:21 239:16 official 7:14 oh 14:18 57:12 159:23 178:18 261:4 okay 6:11 7:5,17 8:12 10:4,21 11:1 14:7,11,15 15:11,15,22 16:2 16:6,10,13,19,24 17:3,11,18 18:1 18:6,13,17,21 19:3,6,10,17 20:4,8,18,22 21:2,7,20,24 22:4,17,23 23:6 23:16 24:4,19 25:4,14,23 26:6 26:17 27:6 28:4 28:7,14 29:16,21 30:4,11,19,23 31:5,7,9 32:11 32:16,23 34:3,11 35:20 36:2,7,17 36:22 37:9,16 40:7,12,23 42:5 42:15 43:11,15 43:23 44:7 45:9 45:23 46:5,20 47:2,18 48:7,15 49:5 50:15,23 51:4,19,23 52:22 53:1,6,15,18 54:2,6,13 55:5 55:19 56:5,9,13 57:5,12 58:7,17 59:11 60:19	62:3,11,21 63:21 64:16,19 65:7,12 65:22 66:17 67:1 68:7,20 69:4 75:5,9 76:17 80:13 81:12,18 82:6,10 84:3,24 85:17 86:9 87:1,16,22 89:18 90:11 91:13 92:13 93:14 94:2,9,15 95:2 97:3,21 98:4,8,20 99:11 100:4,22 103:16 103:24 104:8,21 105:8 106:4,14 106:19 107:2,18 108:1,11,17 109:1,6 110:9,13 110:17 116:13 117:22 118:2,8 118:12 119:10 119:15,22 120:22 121:8,24 122:8,22,23 124:14 125:9,16 126:18 127:3 129:7,10 132:3,8 132:12,16,19 134:24 137:14 137:19 138:8,13 139:2 140:4,20 141:1,9 142:9,16 143:1,8 144:20 145:1,5,15,20,22 146:5,19,23 148:5 149:2,17	150:5,23 152:8 152:21 153:3,23 154:6,20 155:3,8 155:12,17 156:13,17 158:1 159:19 160:7 162:23 163:3,12 164:3,6 165:2,6 165:17 166:4,15 166:23 167:3,12 168:1,19 172:5 172:13 173:22 175:11,18,24 176:10,15 177:7 177:18,24 178:4 178:15,20 180:23 185:3 187:1 188:3 189:13 192:5 194:15,22 196:4 196:7,10 198:11 199:8,12 201:2 201:15 202:1,11 203:2,14,21 204:5 205:2,8,17 206:10,15,19 207:1,5,12,17,24 208:21 209:4,10 209:15,22 210:6 210:13 211:6,13 211:18 212:6,16 213:11,21 214:2 214:12,22 215:4 215:8,12,19 216:3,13,18,22 217:20 218:7 220:23 221:14 222:10,16 223:9	223:13,14 224:3 224:15,19 225:3 225:16 226:6 228:8,13 230:8 230:15 231:1 232:12,13,21,24 234:5,12 235:18 236:1,7 237:24 238:10,18 239:14 240:15 240:23 241:6 242:22 243:2,22 244:3,11,21 246:16 247:3 248:12 250:2 252:5 254:17 255:16 256:16 257:7,19 258:9 259:16 260:20 261:15 264:13 265:14,22 266:16 268:13 272:1,21 274:4,7 277:19 279:6 282:12 283:17 285:4 288:15 300:3 301:18 302:12 319:22 old 100:14 101:3 151:7 older 100:19 160:24 161:2,10 161:20 203:4 once 97:13 130:5 219:7 257:2 283:23 303:10 ones 185:12 248:3 298:3
---	--	---	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1475

[ongoing - paragraph]

Page 39

<p>ongoing 76:12 77:15 128:19 153:18 266:21 269:1 280:17 291:17 308:22 online 144:12 227:1 229:6 open 39:15 88:15 279:17 301:3 309:5 312:15 313:18 operate 18:24 271:8 operation 21:14 operative 11:20 147:15 opinion 4:16 41:4,6 103:15 135:14,15 138:14,17 140:5 142:13,15,17 144:5,7 145:16 145:17 158:22 184:4 211:9 313:3 316:17 opinionated 211:12 opinions 39:13 138:21 146:21 296:6 opponent 255:18 opportunity 64:11 opposed 26:10 29:1 115:18 116:9 194:4 315:3</p>	<p>opposite 196:19 opposition 157:17 opted 27:4 oral 1:13 183:12 233:21 orange 266:2 order 4:16 12:7 12:11 210:22,23 211:2 227:18 228:6,9 229:13 229:17,20 230:3 230:4 247:17 258:7 316:17 320:20 orders 207:16 210:12,14,19,21 212:14 226:20 226:21 229:8 organized 284:17,22 original 243:24 290:5 otsuka 312:2 outcome 266:23 outing 302:8 outlier 162:14 169:5,6 170:16 outlined 61:11 212:13 outrageous 133:19 outside 44:18 125:2,12 296:12 overall 136:12 138:9,10 overbilling 278:3</p>	<p>oversight 309:1 overview 95:11 159:5 160:6 owned 15:7,9 17:19,21 18:14 28:24 29:9,14 117:5 134:10 ownership 20:23 21:4 117:19</p> <p>p</p> <p>p 2:1,1 5:2 102:18 p.c. 1:4 2:7 p.m. 53:20 56:2 59:2 94:11 99:13 109:24 120:7,10 147:8 147:11 151:2 154:22 199:21 200:3 214:14 232:2 243:7 244:4 253:4,10 272:23 322:13 pacer 306:20 311:21,23,23 312:14 pacific 235:2 page 3:6,14 4:4 52:10,11 53:7 55:21,21 59:15 63:9 70:11 87:6 87:7 92:23 93:2 93:2,2,5,16,17 93:18,20,21 97:19 98:22,24 99:8,10,10 100:5 104:18,20 105:6</p>	<p>109:18 116:15 118:4 150:19 154:16 214:3,4,6 219:9 232:6,23 232:24 236:11 241:16 243:11 243:12 254:1 259:15 260:21 261:3 265:3 272:20 299:11 307:18,19 318:13 325:4,7 325:10,13,16,19 pages 93:1,11 100:6 256:10 259:9 265:2 272:19 paid 117:12,14 129:22 152:6 184:9 195:23 palazzolo 206:5 206:6 208:3,4,5 208:9,19,22 209:24 210:9 211:8 212:8,18 213:8 paper 182:10 220:7 255:21,22 300:23 301:24 parachutes 83:24 133:11,19 paragraph 164:12 223:7,20 224:16,24 225:18,19 226:10,17 228:17 229:4 230:21 284:3</p>
---	---	--	--

[paragraph - phil]

Page 40

288:20 292:7 295:2 299:12 302:6 paragraphs 312:7 parcel 256:19 parent 20:16 part 54:4 58:10 93:3 125:1 134:8 194:3 204:2 226:14 231:21 256:19 274:8 275:23 282:16 293:21 309:9 part's 173:14 parte 279:9 partial 220:5 participants 284:23 particular 17:16 31:12 48:4 85:5 155:9 157:7 158:12,19 220:17 221:17 221:21 222:5,7 248:24 250:18 257:8 271:16 273:12 275:14 281:9 284:1 287:8 303:2 particularly 219:21 parties 38:21 39:9,17 111:20 112:20 159:17 215:1,5 216:8 217:24 218:11	219:5 220:10 221:3,5,9 222:1 228:2,2 234:3,16 243:19 245:8 273:19 281:7 287:9 290:5,6,7 290:14 299:6 party 25:2,5 26:10,18 27:10 89:24 90:7,9 106:10,21 122:6 130:15 167:15 173:1 217:7,13 273:8 298:17 305:22 312:24 317:15,17,20 319:7 paste 234:17 pasting 290:13 patently 185:16 185:17 patents 22:6 path 178:24 patients 306:23 pay 79:12 152:1 195:17 paying 195:14 pc 319:15 324:4 325:1 326:1 pdf 155:14,21 294:14 pendency 136:14 137:10,17 138:1 pending 9:20,21 100:18 278:10 278:13,17 279:4 286:3 308:23	penitentiary 298:12 pennies 114:18 115:14 pennsylvania 1:1,18,23 2:4,9 161:8,11 172:8 175:5 177:16 182:2,4,6,7 183:7,10,17,19 183:22,24 184:4 187:11 188:7,21 188:24 190:9,18 190:21 191:4,9 191:11 193:10 195:12,18 197:16 239:17 240:5,19 260:22 261:6 263:2,4,15 people 39:17 46:10 96:7 111:12 193:13 193:23 203:23 214:15,23 232:3 233:11 243:10 243:14 254:7 265:7 278:1 280:14 286:16 290:1 304:11 312:21 percent 27:15 28:13 135:15 249:4 261:17,21 301:9,11,12 311:22 perfectly 284:14 performed 136:19 200:8	201:13 271:19 period 29:14 61:21 115:2 220:18 275:2 302:18 perjurious 245:4 perjury 195:4 permeate 230:21 perpetrators 238:8 perry 233:19,20 person 8:1 38:16 48:12 71:23 84:9 124:1,5,16 125:4,6 208:23 217:16 242:8 273:14 297:4 personal 24:5 25:15 31:19 138:10 266:22 279:20 personally 25:24 79:17 106:18 158:3 263:1 persons 304:8 perspective 108:14 petition 180:5 pharma 304:9 pharmaceutical 307:6 pharmacies 306:22 phil 34:7 104:18 152:16 187:13 196:8 228:10 246:22
--	--	--	--

[philadelphia - practice]

Page 41

philadelphia 2:9	78:21,23 79:4	277:1,2	176:16 178:5
philip 2:3	80:16,18,24	pleadings 27:4	190:5 196:15
phillips 157:1	81:20,22,24 82:2	124:13 159:7,10	210:5 213:3
philly 203:22	82:8,13 83:3,11	160:4 179:8	217:6,12 221:17
204:4,4	86:7,17,18 88:11	180:14 183:24	221:21 222:5,8
phone 61:19	88:19 89:10	184:19 185:21	225:24 230:23
78:4 102:2,9	90:15 102:17	191:8 220:15,17	234:23 243:1
106:23 110:8	106:10 112:7	250:15 254:24	244:19 246:22
123:22 125:17	121:19 128:23	255:14 271:1	249:1,11 252:6
127:10 228:23	129:4,22 131:11	274:16,19,22	263:5 277:3
235:4 247:10	139:16,21,23	276:3 287:12	281:9 283:24
phony 262:16	142:4 146:7,11	296:1 301:8	284:1 303:22
phrase 73:19	152:17 202:15	317:22	points 56:23
319:13	205:13 227:13	please 7:13 8:4	186:10
phraseology	236:14 247:9	9:15 52:15	poorly 90:20
40:6	252:10 297:3,5	56:24 93:11	252:17 264:11
physically 67:21	297:18 298:5,6	110:19 116:15	271:3
300:24	313:5 317:20	151:13 155:13	posed 7:3
physicians 22:1	plaintiff's 11:16	155:18 228:14	position 29:11
piece 182:10	85:22 112:19	287:22 288:9	29:12 38:11
pieces 6:20	129:2 268:22	300:16 316:14	89:1 90:12
226:4	273:6 278:21	pleased 219:21	133:15 171:5
pig 79:8 134:4	295:13 297:12	pleasure 246:10	180:16 249:13
place 14:20	297:16	pled 13:19 309:5	254:19 255:17
45:19 66:10	plaintiffs 1:5 2:5	plural 210:14	positive 23:5
143:13,17	13:5 27:3 38:10	plus 60:15	33:8,16 42:13
153:12 174:4	39:12 48:9	point 13:10,21	possible 115:14
188:8 201:22	78:21 111:5,9,9	19:12 27:16	121:11 202:6,9
218:2,15 228:1	111:14 298:10	30:17 31:2 43:5	282:6 292:17
228:21 237:22	298:16,18	44:13 45:6 48:4	post 16:15
238:5 249:18	platform 201:4	50:4 64:20	276:20
321:8	players 279:24	65:24 77:11	postage 301:4,4
places 142:19	299:6	88:8 123:2	potential 60:13
plain 65:8	pleaded 202:20	128:15 130:12	64:4 129:14
plaintiff 23:18	pleading 89:7	130:17 131:5,9	potentially 30:5
27:21 28:2,9	90:5 123:12	132:20 158:19	252:13 313:12
38:6 49:2,3,12	157:9,23 159:8	160:8 168:8	practice 13:12
72:8 74:10	202:16 249:4,6	173:23 174:17	19:15,18 20:20

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1478

[practice - provide]

Page 42

20:24 21:13 22:2 213:4 294:21 302:16 302:17 practices 319:2 320:15 practicing 188:16 198:6 pre 23:10 preclude 82:14 predated 229:14 predicted 246:5 preferred 198:19 prepared 48:18 322:2,6 prescriptions 306:23 presence 310:14 present 21:6,7 188:5 197:4 presented 188:23 189:2 191:10 195:10 195:11 202:4 242:6,6 274:20 press 283:7 pressed 157:20 pressing 278:2 presupposes 6:16 pretenses 299:19 pretty 119:7 178:10 204:19 210:19 211:12 219:22 262:7 273:10	prevent 96:16 201:23 267:8 302:19 305:23 previous 93:3 197:10 261:3 previously 49:24 57:15 69:7,7 126:1 133:7 214:7 223:16,18 224:10 246:8 256:18 259:17 price 114:19 print 259:10 printing 283:7 prior 15:23 36:4 42:6,20,24 43:5 43:8 45:13 50:3 56:14 57:8 65:17,21 66:1,21 69:21 97:10 102:16 103:2 149:4 165:11,19 165:20,23,24 168:13 171:13 206:16,18 207:13 208:16 234:15 256:22 263:4 319:2 private 10:1 80:5 229:7 265:19 privilege 38:14 39:12 248:16 273:17 privileged 37:13 248:20 privy 42:2 167:6 258:23	pro 87:12,14 97:11,17 98:10 103:20 104:5 202:14,22 205:16 probably 11:11 11:12,16 36:3 39:3 98:16,18 200:15 211:12 227:7 303:21 problem 33:23 41:17 74:20 126:21 157:10 213:1 224:12 303:12 problems 38:24 40:2,6 69:24 110:20 112:4 126:2 128:4 proceed 11:5 proceedings 6:5 process 7:14 160:10 275:23 procure 299:15 produce 301:15 301:16 profession 106:1 professional 1:21 98:13,15 227:20,23 323:18 professionalism 255:12 proffered 132:22 program 23:11 projects 106:13 promptly 304:12	proof 241:18,22 242:1,3,11,19 proper 100:18 119:8 129:23 145:11 properly 121:5 proponent 126:7 proposal 148:3 proposed 118:24 125:19 129:20 132:23 133:3 147:21,23,24 148:23 149:5,12 153:13 160:10 prosecuted 22:9 22:15 171:21 172:3,16,20 173:1,11 237:18 prosecution 23:1 prosenzweig 2:5 protect 80:2 protected 39:11 248:15,20 273:16 protecting 33:11 protective 115:20 229:13 229:17,20 230:3 230:4 protzman 293:19 proved 176:24 provide 9:14 41:8 84:4 95:21 133:21 155:14 155:24 157:11 235:14 241:17 267:12 270:18
---	---	--	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1479

[provide - racketeering]

Page 43

<p>270:21 320:24 provided 84:9 84:15 85:20 136:2,3 144:11 207:10,15 210:11,11,16 211:4 212:13 229:5 231:16 235:13 270:4,5 270:11 provider 95:20 providing 85:2 107:14 111:23 309:23 provision 95:12 prudent 180:5 269:16 279:13 279:13 321:7 prussia 1:17 2:4 public 1:22 89:13 302:20 306:18,19 326:19 publication 206:17 207:14 publicly 27:11 28:23 227:5 published 205:20 211:20 purchase 263:9 purely 159:24 purport 197:14 purports 73:5 purpose 139:9 145:6 185:2 209:16 217:21 218:1,3 247:14 266:17 267:3</p>	<p>268:17 278:6 284:21 290:18 291:13 299:18 308:18 309:24 310:11 purposeful 8:8 193:18 194:3 purposes 8:2 93:6 99:6 147:20 148:11 184:7 303:3 pursuant 1:14 pursue 146:24 pursued 172:7 pursuing 46:23 130:19 put 21:15 69:10 83:6 111:14 126:15,15 148:4 160:4,11 161:19 177:5 179:16 181:4 183:16,18 190:19 217:1 252:17 270:2 271:19 296:18 296:19 297:9 318:20 putting 83:6</p>	<p>quest 297:10,13 299:2 question 5:7 6:19 7:1,2,19 8:6,9,17,21 9:2 9:21,21,22 27:7 29:6,7 40:4,8 68:20,21 72:13 73:12,23 74:3 75:3,7 77:18 88:1 89:21 91:22 110:19 121:20 122:18 122:19 133:6 178:22 181:10 181:12,13 186:6 187:7 192:3 195:17 196:21 198:8 200:23 235:20 238:11 238:12 247:1,23 249:12,23 250:1 253:13 260:11 271:24 279:9 282:3 308:3,7 315:11 questioning 179:19 questions 6:14 6:16,17 10:24 11:4,17 12:17 16:20 73:17 74:20 147:20 164:1 177:9 181:1 191:23 196:6,9 205:19 226:4 259:22 278:3 306:5,7,8</p>	<p>315:16 321:22 qui 299:16,20 302:9,12 303:7 308:19 310:23 311:3,5,10,16,18 316:3 quick 11:11 252:23 quickly 118:9 225:18 quite 7:24 72:18 170:7 210:22 quote 36:15 54:8 60:12 70:13 94:19 100:13 101:3 107:10 110:3 118:18,21 151:4 152:23 155:13 182:2 207:19 220:1 236:11,15 238:14 239:15 244:13 248:2 273:6 284:3 287:16 295:3 297:10 299:2,12 299:15 304:2 319:13 quoting 97:6</p>
	<p>q</p>		<p>r</p>
	<p>qualifications 267:20 qualified 111:9 quality 200:11 quarrel 204:17 quasi 217:10 313:20</p>		<p>r 2:1 5:2 99:23 99:24 202:17 323:2 325:3,3 race 111:21 racketeering 284:6,11,13,16 285:8,18 286:23</p>

[racketeering - recollection]

Page 44

296:23 297:7 radio 24:12 81:17 95:15 radios 96:8 raise 165:8,10 210:7 raised 161:21 177:4 202:7 319:1 raising 308:18 rakoff 205:12 ran 257:1 random 17:8 rapport 113:22 rate 30:22 rates 32:13 razzouk 216:16 reach 37:7 91:14 110:6 reached 41:7,14 91:18,23 92:5 101:14 102:4 136:24 137:8 141:14 161:24 162:5,8 168:9 206:8,20 207:8,9 209:6,12 318:4,7 reaching 209:17 240:9 read 5:15 56:18 58:3 60:10,17 63:22 64:14 73:23 74:3 94:24 98:2 107:16 110:11 118:19,24 156:9 156:10,14 159:7 159:8,10 176:21	181:12 185:21 225:20,24 246:13,14,20 266:7 268:12 280:9,11 285:9 304:22,23,23 306:20 316:10 319:17,20 324:9 326:5 reading 211:19 220:14 ready 14:4,6 52:23 214:10,11 226:7 264:18 real 18:4 78:20 79:24 111:4,7,7 111:14 152:16 182:2,2 183:7 297:18,23 298:5 298:6,17 realize 43:4 130:8,10 255:4 realized 8:10 43:8 111:1 158:22 really 8:1 31:17 34:8 73:14,15 101:20 119:2 128:7 134:5 170:20 223:6 302:24 realtor 303:4 311:5 realtors 299:16 316:4 reason 9:17 13:22 33:5,24 103:8 119:18	134:1 149:18 156:1 223:21 227:6 281:13 300:4 324:11 325:6,9,12,15,18 325:21 reasonable 9:14 9:17 57:1 71:23 reasons 79:20 146:17 recall 17:9 18:12 28:13 30:1,18 32:20,22,24 35:18,18 36:10 36:20 37:11 43:12 50:4 51:24 52:2 56:10 62:2 63:19 64:17 71:14 82:17,21 85:1,7 87:4 91:4 95:8 124:10 129:11,16 131:3 143:4 149:9 150:6 151:15 152:6 153:1,2,7 154:5 157:9,18 158:16 160:24 165:4 177:20 178:9,13,16 179:4 189:10,10 189:11 203:20 205:14,16 206:8 206:9,13 208:19 210:10,17 211:14,17,19,23 212:3,17,20 213:7 263:8	268:11 280:9 282:4 284:1,20 286:20 292:2,3 295:14,17 302:2 308:15 318:7 recalling 24:17 receipt 324:18 receive 77:13 102:1 175:19 299:21 received 30:20 32:5 62:6 68:2 77:5 79:7 102:9 133:18 144:14 157:12 159:16 171:4,9 175:13 235:3 259:1 286:2 289:15 299:13 300:7 306:15 310:4 311:13 316:2,3,7 318:22 320:7 receiving 32:6 41:5 56:10 64:17 recess 120:6 147:7 199:20 253:3 recipient 94:6 243:24 recollection 27:15 28:16 29:18 30:15 32:21 33:5,6,11 33:14,22,24 40:9 42:17,23 43:21 45:20 46:4 48:13 51:7,20,21
---	---	---	--

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1481

[recollection - relate]

Page 45

53:21 61:14 66:19 76:14 84:15 85:9 87:13 91:24 92:4 95:10 128:13 144:2 149:15 151:16 157:4 222:14 259:19 280:4 283:22 301:1 recommended 36:10,14,18 84:14 92:5 recompense 80:20 reconsider 229:13 270:13 reconsideration 211:1 268:10 record 8:3 9:3 9:24 24:1 35:2,5 35:9,11 48:22 58:3 97:14 120:6,9 147:4,7 147:10 148:14 190:5 199:20,24 200:2,6,19 205:22 246:14 246:15 253:3,7,9 264:14 295:5 306:18,19 311:24 records 29:8 181:17 192:10 197:8,18 211:11 245:3 271:17,19 271:23 321:17	redhanded 299:8 redress 36:14 45:18 46:23 47:8 79:1 80:20 83:15 111:7 134:22 reduced 173:24 174:1,2 reduction 179:21,24 180:18 261:18 261:22 refer 10:14,15 31:9,21 63:13 95:7 96:24 98:22 101:2 119:11 142:1 164:18 236:21 244:12,16 249:3 299:11 307:1 320:8 reference 102:8 147:16 151:2 152:24 197:10 255:11 265:24 266:6 283:18 318:17 referenced 324:6 references 70:5 81:11 223:10 226:19 referencing 79:16 referral 36:11 84:12 125:21 referred 36:14 42:7,20 48:16	78:6,7 81:10 83:1,2 91:10 98:6 190:4,7 208:18 221:6 referring 10:5 31:3 34:4,5 50:9 70:8 95:4 125:10 151:11 182:11 219:2,12 220:9,10 238:20 244:23 245:22 251:14,24 252:1 273:11 303:15 318:17,18 refers 54:15 103:17 reflected 63:12 114:18 271:3 reflects 214:7 264:14 reform 79:1,22 80:1,6 111:7 115:19 126:6,8 134:5 283:4,9 284:7 299:2 309:12 313:10 reformed 113:2 reforms 79:8 112:10,10 118:24 119:8 170:18 309:17 refrain 146:16 refresh 53:21 87:13 95:10 213:23 refreshes 257:17 refreshing 61:14	regard 9:7 24:12 38:14 47:4,6 48:14 77:23 83:3 86:11 91:24 95:13 101:13 112:5 115:23 129:2 143:18 144:22 157:18 158:21 162:13,14 180:8 187:8,22 208:6,8 226:16 227:1 229:11,12 234:24 237:14 271:4 275:24 290:23 303:13 regarding 28:10 30:13 37:4 49:20 53:23 83:11 88:12 92:11 101:7,8 106:17 108:6 123:4,9,16 127:24 129:13 151:2 162:21 165:20 209:14 278:21 280:19 registered 1:20 323:18 regulative 284:6 rein 80:6 reiterated 70:1 reject 303:24 rejected 247:21 255:5 256:14 relate 10:16 119:12 141:11 315:20,20
---	---	---	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1482

[relates - respect]

Page 46

relates 97:1	33:22 71:8	122:6,10 123:15	319:4
relation 27:18	73:12 101:16	205:4	requesting
226:24	149:10 157:19	representation	229:16
relationship	162:16 206:14	123:7,11 201:12	required 302:13
41:24 44:19	207:8 240:13,24	205:10	326:13
68:10 129:14	241:1 242:24	representative	requirement
130:20 160:1	295:13	28:3 60:16 64:3	77:7
relatively 93:11	remiss 217:7	64:7 67:21 86:7	requirements
relatives 96:14	removed 133:17	103:3,13 111:16	23:2 76:1
relativity 201:3	188:18,19 266:9	121:19 139:23	rescind 229:13
201:9 253:24	268:15 269:7,11	145:11,12	229:17
262:22	269:11 270:7	146:10 227:13	research 19:16
relator 303:16	render 267:22	247:9	84:4,18 86:1
303:16	rendering 267:6	representatives	107:15 158:18
relators 310:23	267:14 269:18	111:6	161:6 175:7
relevant 13:21	291:20	represented	265:24 283:24
41:20 145:21	repaired 9:6	42:18 87:2	303:20 306:13
268:21 279:15	repeat 197:11	89:14 90:17	306:16
291:2,18,20	repeatedly	129:5 139:22	reserved 5:8
310:6 321:2,14	184:18 186:23	176:1,18	residence 15:5
relied 194:7	rephrase 6:20	representing	24:1
relief 82:16,20	122:18	60:23 65:3	resolution
86:14 101:18	replied 58:20	69:17 73:10	153:13
102:1 135:12,13	replies 62:1	75:14 77:11,17	resolve 153:18
135:19 136:2,4,9	reply 58:18	102:20 128:23	221:2
136:10 138:7	report 21:21	130:15 139:11	resolved 23:1
158:21,23 159:3	201:10 236:18	139:19 247:9	283:15 286:4
160:2 212:24	238:16	249:8	resolving 152:7
297:22 298:2	reporter 1:21	represents 89:23	153:15
rely 192:7 194:1	7:12 10:9 52:24	reproduction	resource 138:22
197:4	74:2 322:2	323:15	resources 138:2
remand 180:6	323:7,18	reputation	respect 6:2
180:11 218:17	reporter's	111:23 112:9	10:24 13:7
278:14	321:21	113:14 265:21	27:20,22 30:6
remanded	reporters 211:4	request 71:11	46:8,23 60:23
180:10	represent 46:7	122:10 127:17	67:5,9 71:1 72:8
remember 12:4	77:8 109:3	136:8 229:5,12	74:10 82:12
23:22 30:22	111:1 121:11	230:7 262:21	83:10 85:6,12

[respect - rob]

Page 47

89:15 90:5 121:12 122:3,11 123:18 150:7 152:23 158:3 159:21 174:16 178:7 193:5 205:21 208:7 211:10 233:2 245:2,4 253:13 271:12 306:14 322:1 respectfully 187:17 247:20 respectively 113:8 respond 75:10 75:16 140:21 responded 50:12 50:16 responding 247:23 responds 108:18 response 13:2 155:14 157:23 229:16 244:5 245:24 246:1,24 275:9 277:2 309:24 310:2,3,4 319:19 rest 137:23 restroom 119:24 result 115:11 269:13 314:6 320:15 resulted 35:23 results 79:6 80:10 116:10 269:15 285:14	298:20 retain 125:20 retained 55:9 retainer 46:13 46:15,16,17,18 46:21 47:15 48:2,5 49:17 54:16,17 55:7,13 62:7 67:3,17,22 68:2,18,24 69:5 69:11,19,20 70:17 71:10 89:2 122:3 127:19 131:23 retaining 54:23 retains 279:11 279:18 309:3 retaliation 266:8 retention 55:13 55:14 56:20 57:2 61:4,7 71:16,19,22 return 102:2 260:17 324:13 324:17 reveal 44:15 reverse 59:14 reversed 228:9 review 56:21,24 71:21 135:21 136:3,19 137:9 195:22 197:22 201:14 278:4 324:7 reviewed 137:16 138:1 reviewers 138:3	reviewing 214:1 283:8 reviews 118:11 150:20 164:2 254:4 283:5 revised 56:19 71:16 148:6 reword 6:19 ridiculous 196:15 rife 128:20 278:20 297:11 299:3 right 12:2,5,8 14:2,9 20:15 26:1 28:20 31:10,14,15 34:18 37:17 41:21 45:7,8 47:23 49:7 51:20 52:5 59:7 59:24 60:4 63:7 70:16 78:18 86:2 98:6 100:9 107:22 114:6,19 116:7 118:7,16 127:12 128:3 133:17 141:15 148:12,14,16,17 148:18 154:2 155:15 158:16 160:16 163:9 168:10 170:5 171:1 173:8 176:11 179:18 189:16 192:11 195:13 196:2 197:2 198:2,22	206:1 214:20 218:19 224:13 225:13 227:15 228:11 230:13 231:19 239:24 246:11,11,11,18 247:8 257:14,16 258:16 269:5 273:9 284:15 286:1 287:20 290:17 292:11 309:21 316:7,22 319:24 righteous 192:23 rightfully 266:9 rights 13:6 169:7 170:17 rings 33:15 295:15 rob 41:15 42:11 42:18 44:2 49:23 50:6 55:23 56:20 58:10 60:12,22 62:8 63:15,24 66:22 67:4,13,15 68:21 69:1 71:17,21 72:6 74:7 76:18 77:20 87:19 89:7,13 90:4,13 94:20 97:5 99:14,14,19 100:12,14,23 105:12 106:16 106:24 107:9,10 107:19,21 109:21 110:4
---	--	---	---

[rob - résumé]

Page 48

111:17 113:7,13 113:23 118:15 118:18,21 120:14,20 121:9 122:1 123:2,8,15 123:21,24 124:4 126:7 127:4,9 129:13,17 130:20 149:3 150:24 151:4 154:22 172:16 172:24 175:20 184:13 186:19 189:17 193:5 194:1,2 197:5,14 210:8 211:10 212:10 214:15 218:9 231:22 237:7 238:2,7,19 239:6,6 243:15 249:9 254:8 258:24 262:8,11 262:15 265:7 273:2 275:22 276:7 278:1 280:6 292:24 293:14 rob's 236:6 robbed 171:17 robbing 171:5 robbins 40:15,16 82:24 83:1 86:4 86:12,12 101:5 101:13 103:1 129:6 137:2 201:4 216:4,15 216:15 245:14 251:1 274:12	276:12 295:23 314:1 315:4 316:4 robert 43:19 55:17 61:6,8,10 66:10,13,15 71:24 76:13 106:12 155:18 250:16 robust 309:11 rode 83:23 role 126:24 151:22 211:10 216:6 280:6 roommate 102:18 110:23 298:15 root 218:19 rosenzweig 1:15 2:2,3 3:7 5:20 11:7 12:6,21 14:2,3 22:13 27:6,8 35:1,8,14 39:19 40:10,22 44:20 45:4 47:17 48:24 49:3,6,9 52:14 52:22 53:1,2 54:22 55:4 61:23 63:6 68:16 72:3,17 73:11,22 75:6,8 76:7 81:8 89:6 92:22 93:19,22 99:2,3,9 100:8 104:19,24 105:5 105:7 109:9,17 115:5 116:23	120:2,12 135:8 137:13 140:8 147:3,13 148:12 148:13 150:17 154:15 156:5,8 160:17,20 163:22 173:7,10 173:17,21 174:19 175:10 181:22 182:14 186:7,8 187:14 188:2 190:1,11 190:22 191:18 191:24 192:4,14 192:17 193:2 194:8,12,22,23 196:7,12 199:12 199:23 200:5 201:1 204:23 205:1 208:12,20 213:20 223:2 226:2,8 231:9 232:19,22 233:1 239:4,13,23 240:1 249:16 250:2 251:4,22 252:23 253:6,12 253:23 258:4,15 264:12,22 265:1 272:14 275:20 277:13,16,18 287:19 288:8 289:3,14 293:11 300:19,21 306:11 307:16 307:19,20 308:2 308:8,9 311:2 315:2,12,17	316:21 321:20 ross 4:5 89:20 90:14 131:12 132:2,13 139:7 139:10,15 140:10,13 141:5 143:23 151:18 214:16 216:11 222:22 223:4,12 225:22 228:16 231:13 232:7 233:5 246:4 254:11 265:8 292:24 293:14 round 180:13 rubin 2:7 rule 256:11 ruled 135:16 179:22 180:3 186:13 rules 227:20,22 ruling 11:24 12:3 140:19 141:22,23 144:8 180:8,15 205:22 267:22 269:18 rulings 13:7 144:13 162:2 309:7 run 105:21 129:19 136:15 283:7 running 157:14 rushed 312:21 résumé 176:6 177:10 181:3 182:16,19 183:2 183:3,17 185:13
--	---	--	--

[résumé - sending]

Page 49

190:6,16,17 191:4 192:20	259:6 311:24 saying 12:9 36:15 38:15 62:18 75:16 77:9 123:13 148:1 166:6 185:11 202:19 205:24 210:14 219:16 220:24 238:4 298:1 307:24 318:21 319:12	scope 132:23 scott 154:23,24 scrutinize 319:4 scrutinizes 321:17 se 87:12,14 97:11,17 98:11 103:20 104:5 126:13 202:14 202:22 205:16 sealed 302:20,22 sealing 5:5 search 141:14 176:7,18 224:7 searches 178:11 season 96:6 seasoned 13:4 second 35:2 52:10 53:7 55:21 70:11 164:12,15 211:2 227:16 230:12 231:21 236:15 241:16 243:11 266:6 284:2 295:2 299:11 seconds 59:16 section 319:9 securities 83:2 86:5 268:3 security 80:5 see 23:21 56:3 57:12 59:17 61:16 63:17 66:8 93:8 94:13 98:16 100:2,20 105:9,14 110:9 114:9 121:1,3	132:10 150:21 151:7 155:10 185:9,24 186:3 229:11,15 241:20 248:5 254:9 256:20 259:13 284:8 321:16 seeing 34:12 seek 77:9 79:24 111:7 112:6 115:22 180:5 seeking 36:13 83:15 98:13 218:16 295:20 295:24,24 311:17 seeks 115:18 seen 84:19,21 132:2 134:16 140:18 144:7 259:4,11,17,20 275:7 297:15 298:19 301:5 304:18 segue 254:22 self 210:20 236:18 238:16 selling 102:14 semesters 17:10 semicolon 236:3 send 77:8 100:23 144:10 279:13 292:5,15 294:12 294:13 318:10 320:14 sending 69:21 290:18 294:14
s	sacks 105:13,16 106:24 107:10 107:23 108:2,7 109:22 117:1,2,5 117:7,23 118:15 119:16 151:1 154:23 155:5 260:5 safe 29:10 safeguards 201:22 sake 290:10 310:14 sales 152:2 sanctioned 255:8 sanddlawyers.... 2:5 sarah 208:17 209:7 sarclone 259:2,8 sarroyo 216:15 satellite 24:12 81:17 95:15 saturday 265:6 272:22 savesirius.org 203:10 saw 6:5 131:20 131:21 241:3	says 37:23 54:8 56:19 58:13 59:22 65:6 69:3 94:4,5,19 97:19 98:24 99:22 107:19 151:3 156:15 164:13 191:6 214:4,6 228:22 233:7 234:24 287:17 287:20 304:20 307:14,21 319:9 320:6,18 scan 313:7,7 scanned 301:7 scathing 141:22 210:23 211:2 scenario 112:3 129:22 scenes 276:14 scheme 299:15 302:3 304:6 310:22 school 16:15 23:3	

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1486

[seniors - sign]

Page 50

seniors 304:10	service 95:21	110:24 114:19	shed 210:2
sense 169:10	126:13,14	137:3 282:23	sheet 324:11
204:2 288:21	services 125:21	285:13 290:24	sheets 220:12
sensibilities	127:19 266:1	shared 9:10	shell 299:17
221:24	serving 44:13	222:11	302:16
sent 23:3 50:6	64:7	shareholder	shield 302:17
56:19 68:24	set 6:7 178:24	32:5,8,14,19	303:4
71:15 94:16	299:18	33:2 45:24	shima 164:16
100:17 119:4	setting 6:2 295:5	79:19 89:22	167:9 175:16,17
144:13 145:2	settle 112:9	114:4 116:11	176:12 182:20
153:17 167:7	134:3	125:22 130:4	183:3
180:11 182:20	settlement 41:14	131:15,18	ship 257:3
183:24 217:7	79:7 94:22	141:19 146:12	shipped 263:6
218:12 233:5	102:4,7 130:23	202:23 227:12	shocked 84:17
243:16,19	131:6,7 132:21	227:13 267:1	84:18 221:23
265:12,16,17	132:23 133:3	280:2 291:10	286:17
279:23 288:16	134:11,21 135:3	313:1 317:8,11	shocker 287:11
288:22 289:18	136:6 138:7	318:21,23 319:6	shocking 221:20
292:1,20 324:14	147:18,21,24	319:10,11,13,16	221:22
sentence 107:19	148:3,20,24	319:23 320:2	short 93:12
266:7 284:2	149:6,13 152:15	shareholders	133:4 253:24
sentences 236:21	156:2 158:20,21	31:4,6,20,21,24	302:1
separate 67:11	160:9,10,11	41:4 69:18	shortcomings
280:3	167:20,22 174:1	79:11 80:2,11	113:3
serial 298:10	179:23 180:9	83:16 84:1,23	shortly 166:7,10
series 232:2	181:24 252:14	90:18 112:21	shot 189:14
265:7 321:22	279:12,19	114:7,24 115:9	shoulders 7:11
serious 251:15	290:23 309:1,19	116:4,5 121:6	show 34:9 47:23
271:24 286:21	settlements	122:4 128:9	163:13 202:5
287:5	148:6 298:8	134:9,12,23	236:9 243:24
seriously 193:11	seven 17:23 19:5	146:9 203:11	shown 6:1
serve 67:16	30:5,7,9,9	213:1 227:11	120:17
167:10	102:21 111:1	298:22	shows 243:23
served 167:11,13	146:13 151:19	shares 30:1,20	shrugs 7:10
168:2,3,4 176:12	shambles 84:1,2	30:21 32:6	sign 5:15 46:13
259:14	shape 32:19	111:10 115:11	56:24 67:2 71:9
serves 157:4	share 16:14	131:19 313:5	122:2 131:22
183:4	33:15 102:19		324:12

[signatories - sort]

Page 51

signatories 202:21 signatory 67:16 67:19 signature 87:11 323:9 signed 46:15,16 46:22 47:14 48:2 49:17 54:9 57:23 60:21 61:4,7 62:8 67:11,22 68:2,17 70:13,17 73:6 320:20 324:20 significant 79:18 signing 55:6,15 57:2 silow 159:21 160:24 161:1 162:22 163:5 172:3,6,11,22 174:16 176:2,2,6 176:8,19 177:3,4 177:6,6,9,15 178:8,19 179:1,3 179:5,9,20 181:2 181:6,7,16 182:1 182:3,5,7 183:8 183:16 184:16 184:17,20,21,24 185:1,11,22 186:19,24 188:6 189:19 191:14 191:19 192:8,21 193:3 195:12 197:6,15 198:9 198:10,18,18,19 198:23 199:10	201:7 205:23 221:16 237:4 241:19,23 242:1 242:6,7,13 245:2 245:6,11 261:23 261:24 262:2,5,9 262:12,16 271:13,17 296:8 296:9 321:10 silow's 160:12 164:22 165:20 168:13 174:13 180:4 181:17 184:14 185:5 191:16 194:4 200:9 211:10 237:4 245:9 262:18 silverang 1:15 2:2 similar 80:8 205:15 similarly 166:17 176:11 simple 96:23 165:18 249:23 simply 47:8 94:4 316:6 single 15:5 102:19 110:24 135:23 137:21 141:7,10 159:8 276:15 sinister 304:3,5 sir 11:6 248:2 sirius 24:12 30:6 41:3,3 81:16,17 94:12 95:14	96:19 100:1 107:11 108:3,23 128:22 162:11 siriusxm 24:9 27:16,19 29:12 37:4,5 40:21 41:1 42:4 82:12 86:18 91:1,9,16 92:1,3 97:1,12 101:7,8 103:17 103:22 120:19 162:7 202:14 205:5 209:14 sit 6:9 28:15,23 42:16 43:24 85:10 178:13 188:4 308:14 sitting 6:3 197:22 situation 114:15 126:5 303:2 six 17:23 30:3 110:6 216:9 size 136:7 267:23 skadden 154:23 154:24 215:13 skeletons 195:19 skin 313:2 slander 275:13 slanderous 275:17 slated 148:20 slippery 172:14 slope 172:15 small 302:1,6,6 smaller 281:14	smart 86:13 113:23 119:19 softbank 134:10 159:1 169:16,24 174:6 softscape 18:23 19:1 software 201:10 262:22 sold 29:11 sole 299:18 soliciting 299:19 solutions 324:23 somebody 77:8 184:5 195:2,14 227:3 274:14 314:2 somewhat 112:4 son 182:3 188:24 son's 184:7 soon 169:4 170:12 sophistication 229:23 sorge 202:16,18 202:20,21 203:7 203:15 204:3 263:12,12 sorry 14:21 49:4 82:11 99:8 118:19 156:4,6 158:7 162:11 168:18 192:15 196:4 235:21 239:23 241:24 243:11 265:16 sort 282:18
---	--	---	--

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1488

[sought - stated]

Page 52

sought 82:17,20 101:18 115:17 159:2 sound 150:1 235:8 sounds 23:9 196:23,24 207:23 source 125:21 south 2:8 203:23 speak 7:13 8:1 9:18 83:8 149:3 201:24 208:1 226:13,15 240:16,21 311:4 speaking 53:12 146:12 153:20 212:7 246:10 speaks 239:12 270:3 271:15 specialty 306:21 specific 40:5 47:20 84:10,15 107:6 126:1 127:18 274:2 288:21 specifically 47:3 48:6 76:18 77:20 85:1 97:1 108:5 125:11 140:17 143:24 143:24 157:19 158:16 159:6 178:9 179:4 190:3 210:16,17 211:15 212:3,20 219:13 221:15 245:22 252:1	256:7 271:9 275:22 306:24 specificity 177:21 specifics 189:6 speculative 146:20 spend 96:7 spent 138:4 159:6 200:10 spoke 65:23 83:13,15 166:1 177:14,15 206:2 318:5 spoken 91:11 149:8 211:4 275:16 sprint 27:20,23 28:11 29:11,23 30:13,16,18,20 32:6,8,9,13,18 35:24 43:20 44:5 45:18 46:2 46:8,24 49:13,14 49:20 53:24 60:16 64:2,9 65:4 67:5 72:9 72:11 74:11,13 75:14 77:23 82:3,8 83:3,12 83:17 84:5,8 85:4,13 88:1,4 88:12,19 89:10 89:16 90:6,15,22 92:11 112:13 119:13 121:15 122:15 123:4,10 123:19 130:22	131:6,11,15 132:21 133:14 139:5 140:15 141:19 146:7 147:17,22 148:19 149:5,12 152:14 153:18 155:2 158:6 160:9 162:11 169:12,21,24 170:1,4 174:1,5 179:6,23 181:24 184:8 187:22 197:19 205:21 207:20 209:1 214:19 215:2,10 219:13 223:5 225:8,12 233:23 234:4 236:23,24 241:10 254:12 266:20 267:17 273:23 280:15 280:17,20 281:10 283:2 287:10 290:5,22 296:6 301:10 308:24 309:10 313:16 320:16 sprint's 90:18 squire 295:15 staff 195:6 stamp 97:18 289:11 292:19 stamped 157:13 225:10,11,15 293:15 standard 235:2 294:21 301:21	standards 113:16 286:19 standing 102:20 110:23 119:1 162:13,15 168:23 170:13 170:14,24 174:5 280:3 297:3 start 14:8 45:2 70:8 93:16 started 19:15 50:6 175:3,5 178:18 197:22 203:9 240:9 starting 53:7 199:17 starts 55:22 318:21 state 1:22 24:10 25:12,13 26:7 27:13 101:5 106:6 107:11 108:3,23 152:2 162:14 169:2 170:11,16 190:20 202:13 204:3 236:9 263:5,7 268:1 273:5 279:21 280:3,7,18,21 281:22 282:1 283:12 284:3,5 285:7,10,19,21 286:23 295:2 312:20,21 stated 79:20 150:7 319:3
--	--	--	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1489

[statement - suit]

Page 53

statement 11:12 12:20 21:9 88:16 97:18 131:1,20 219:15 219:18,23 220:6 220:7 238:20 248:1 254:21 255:15 261:16	313:17 step 8:8 25:4 309:18 stipulation 158:20 stipulations 5:15 8:20 69:10 stock 28:24 46:2 102:19 110:24 111:10 128:24 129:5 stole 115:24 stop 8:17 80:8 stopped 281:9 stories 208:16 story 206:23 207:4,11 straight 295:5 strange 301:3,4 stranger 92:7 street 2:8 14:16 205:19 206:3,21 207:7 208:7,11 208:13,15,23 209:17 211:8,15 212:8 213:9 278:2 279:21 280:3,7,22 281:22 282:1 283:12 284:5 285:7,10,20,21 286:23 strengthened 70:2 strengthening 221:2 strictly 177:15 298:18	strike 118:19 123:23 165:9 167:5 189:20 225:5 striking 26:4 strongest 247:5 struck 25:16,24 struggling 119:5 119:6 subdivision 20:16 subject 13:11 94:4,12 99:22 153:9 155:13 174:1 179:23 214:16 254:11 265:8 278:2 291:4 308:12 submit 191:7 221:10 submitted 148:6 155:22 179:20 181:18 191:13 192:9 197:8,18 200:19 201:11 237:21 245:10 269:22 submitting 236:22 239:2 subpar 229:23 subscribed 326:14 subsequent 50:3 65:20 70:22,23 76:8,9,20 77:22 87:19 90:21,23 101:22 103:19 120:14 162:17	181:6 210:23 subsequently 167:6 substance 209:18 235:19 265:3 272:20 substantial 111:5,15 130:3 286:7 substantially 256:21 281:14 281:17 substantive 208:24 subterfuge 184:14 sue 170:17 sued 26:13 185:23 sufficiently 69:19 suggest 273:8 suggested 126:3 128:11 suggesting 179:12 242:15 suggestions 129:18 suggests 228:2 suit 28:3 64:9 72:11 74:13 84:21 94:22 95:3,6,9,23 96:18,24 98:5 103:4,13 134:15 134:18 145:12 193:15 207:21
--	---	---	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1490

[suite - tax]

Page 54

suite 1:17 2:4,8	179:16 194:16	t	272:16 278:24
suites 198:22	195:6 204:11	t 3:12 4:2 16:4	279:1 281:19
suits 74:23	217:13 218:24	312:3 323:2,2	taken 1:14 7:12
281:12	228:7 230:23	325:3,3	38:11 107:12
sums 111:5	240:8 255:1	tab 10:15 62:23	135:24 143:13
286:7	273:10 278:14	99:1,2 100:7,10	143:17 227:7
sunday 55:22	289:6 293:24	104:10,11 109:8	takes 297:5
56:1	298:11 301:9,12	118:6 150:10	talk 94:20 97:5
sunset 83:23	304:1 311:7	154:9 163:16	98:9 101:20
supersede 169:8	surmise 198:24	231:2 253:16	107:11,20
supervision	surmised 62:13	257:21 258:17	126:13 196:23
271:21 323:17	62:20	263:20 264:16	197:1
supplemental	surprised 81:6	264:22 272:5	talked 63:11
157:17 159:13	204:21 263:17	287:22,24 288:9	99:19 126:5,5
supply 155:18	surrounding	293:1,3 316:14	254:23
support 155:14	45:17 153:6	tabbed 10:13	talking 8:18
155:19 156:19	186:15	table 41:2	10:23 34:14
156:23,24 157:2	surviving 49:13	126:12	42:13 53:22
304:14	suv 24:3	tabs 99:5,5	54:4 71:19 73:2
supposed 156:12	swear 43:17 85:7	tackle 227:2	75:11 83:10
157:5 249:7,10	225:14 294:20	take 25:4 34:20	117:1 127:9
286:19 305:12	sweat 199:17	52:12 63:8	142:5 154:4
309:10	swick 27:24 28:1	80:15,24 88:11	161:5 182:12
supreme 202:13	107:13 205:9	88:18 93:10	191:15 220:8
sure 9:6 10:22	sword 198:11	118:9 119:1,24	224:23 315:23
13:3 14:22	swore 245:8	121:10 126:8	316:1
33:10 46:10	sworn 5:11	129:18 148:7	tam 299:16,20
69:13 73:1	179:9 192:22	150:18 163:23	302:9,12 303:7
83:14 86:22	195:3 198:20	186:14 189:13	308:19 310:23
95:9 99:18,21	242:9 271:22	200:20 201:11	311:3,5,10,16
103:14 104:18	323:5 326:14	201:16 205:10	316:4
104:22 105:3	system 95:20	211:22 213:23	tams 311:18
120:2 129:20	111:3 112:24	214:17 220:13	tantamount
131:20 137:11	113:1,2,3 201:23	224:4 230:19	134:3 247:11
148:15 149:9,15	262:22 312:13	232:6 234:15	305:20
149:15 150:4	313:4	244:8,9 252:23	target 257:5
152:12 165:22	systems 285:15	254:2,3 257:20	tax 151:6 152:2
168:15 171:19		258:20 264:15	152:10

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1491

[technically - think]

Page 55

technically 198:4	ten 111:10 302:6 313:5	26:2 32:2 49:7 91:7 96:22	276:5 279:14 285:15 298:13
ted 162:5,6,9 163:1,4 165:14 165:23 166:1	tend 52:9 tens 152:5 term 31:1,23,23 147:17 168:16 251:5 252:7 273:7 276:21 311:8 314:11	156:2 171:16 199:5 250:2 317:4 thanks 205:17 208:13 theme 129:1 theoretically 115:10 251:7 thereabout 85:19 thereabouts 184:9 thing 61:13 92:3 129:16 169:19 195:16 196:14 204:6 211:24 230:12 234:23 246:23 251:10 251:16 261:18 274:9 276:6 294:11 299:7 303:5 314:3 things 11:13 34:24 41:12 45:2 78:2 92:2 96:16,19 105:21 106:13 111:10 111:16 119:20 126:4 128:12 130:11 131:24 135:7,9 138:20 157:3 175:9 205:24 222:4 230:20 245:22 264:5 267:21 272:6 275:12	313:12,21 321:4 think 27:14 28:12 33:7 37:17 39:10 44:20 46:11 47:5 49:1 51:11 57:2 60:13,15 61:3 67:7 68:8 69:16 70:7 71:18,23 72:21 73:15 74:16 75:4 82:22 83:7 84:9,11 90:2 91:23 108:12 119:8 122:20 126:10 131:18 132:5 133:10 138:16,17,17 143:11 146:17 149:7 151:18,21 158:18 169:18 170:6 175:12 176:12 179:2 182:23 183:2 184:15,18,22 185:16 186:21 186:23 194:17 194:19,20 196:14 200:15 200:22 204:16 207:3 209:5,7,8 212:4 217:15 219:15,17 221:23 240:6 241:4 245:7 248:14 251:12
telegraphed 171:10	terms 129:11 153:10 158:20 202:24 247:5 309:18 terrible 53:13 terrific 14:7 test 284:12 testified 5:12 28:16 49:11,24 68:9 69:7 77:19 87:18 101:12,16 123:3,9 126:2,9 133:7 135:16 180:24 186:22 256:18,23 257:14 263:11 279:16 285:24 297:14 testifies 39:8 179:10 testimony 62:12 145:18 185:5,10 198:9 264:15 293:23 324:9,18 326:8 testing 82:15 text 292:10 thank 14:1,7 15:4 20:1 23:16		
telephone 51:6,8 65:15 74:22 75:23 124:19 125:14 223:11 223:15,18 235:12 318:7			
tell 6:19 18:7 20:9 28:22 31:11 44:1,21 51:5 54:14 57:11 60:11 63:23 65:2 76:18 78:10,18 108:5 110:14 119:3 139:15 141:4 143:23 151:13 155:4 159:5 164:7,21 166:11 181:8 189:15 197:12 202:18 210:15 225:21 226:6 228:14 230:18 241:11 285:5 290:3 300:22 303:23			
telling 57:22 125:12 191:6 316:3,6			
tells 64:23			

[think - top]

Page 56

251:13,20 252:2 252:20 256:14 257:12,14 259:3 259:19 264:6 267:16 268:24 270:24 274:17 278:13 281:13 282:9 286:21 296:2,11 297:6,8 301:24 302:1 304:19 305:2 307:14 308:4 310:20 314:20 318:5,14 319:19 thinking 11:11 95:8 113:1,6 316:2 third 98:22 99:10 243:12 299:12 thought 55:14 61:9 64:1 77:6 111:4,11 118:23 134:8 135:10 140:1 171:2 174:23 204:19 278:24 308:10 310:5 thoughts 94:21 97:6,7 thousands 203:10 threatened 228:24 three 40:19 58:22 61:18 66:7 92:23 93:5 93:11 141:15	166:13 256:10 256:15 305:11 312:15,20 314:9 315:19 threw 309:13 thrown 128:11 170:15 305:6 tijen 16:4 time 5:8 8:2 9:14 9:23 11:21 13:11 15:1 19:8 19:13 23:19 29:15 31:2 33:3 33:17 34:5,8 36:13 37:15,21 39:24 40:15 41:11,17 42:3,14 43:5 47:5 48:5 50:4 51:2 55:3 55:11 58:14 60:21 61:21 64:20 65:24 73:8 76:16 82:3 82:22 84:23,24 85:15,16,19 86:3 88:9 92:8 102:10 103:7 111:11 112:23 113:13 115:3 119:24 122:12 123:2,17 125:3,5 127:11 130:12 131:10 132:21 138:2 144:16,19 157:7,14,20 158:7,7,8,9,12 158:19 159:6 160:8 173:23	174:10,18,20 175:2 176:16 179:19 181:17 184:12 186:18 187:21 188:10 188:22 189:16 189:19 194:14 197:3,8,17 217:6 220:12,18 221:7 221:18,21 222:6 222:8 228:23 229:18 234:19 235:2,16 242:2,3 242:11 244:9 245:19 248:11 249:1,11 252:3,7 256:24 259:3,5 259:20 263:5 266:21 275:3 278:11,13,17 281:9 282:13 284:1 287:5 289:11 292:18 292:19 295:16 295:18 302:18 304:22 308:24 321:8 322:10 324:19 timeframe 28:22 29:19,24 31:15 34:6 43:10 47:24 51:24 53:22 73:3 83:9 85:11 88:5 104:1 107:3 113:5 138:4 153:20 154:3 163:7 186:15	192:15,19 324:8 timekeeping 285:14 timelines 131:1 times 43:1 72:14 110:6 121:2 159:9 189:24 255:6,9 256:15 tip 241:4 today 7:14 10:7 28:15,23 39:8 42:16 43:24 85:11 155:23 178:14 188:4 192:12 194:11 203:6 294:21 295:17 308:14 told 73:9 76:2 86:4 141:18 142:24 160:23 165:23 166:19 166:24 187:2 188:13,14,17 189:8 226:23 240:11 241:14 314:15 tom 216:20 235:20 236:4 tomorrow 9:10 10:8 60:1 65:1 322:6 tonight 108:19 tonya 19:20 20:17 top 60:5 63:10 93:3,21 98:24 99:11 213:10 214:4 234:2
---	--	--	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1493

[top - understanding]

Page 57

284:20 285:22 307:10 topic 170:20 topics 44:23 total 17:10 touching 202:12 touché 247:19 township 227:3 traded 27:12 28:24 trading 131:20 132:1 transacted 46:16 transaction 32:7 35:23 123:1 transactions 33:19 transcript 292:4 323:14 324:6,20 326:5,8 translate 310:15 transmit 285:14 transmitted 70:19 294:4 transpired 103:1 209:20 210:3 212:2 241:9 266:20 268:19 268:24 283:2 285:10 287:9 291:16 304:24 321:6 transpiring 108:16 218:5 trap 255:19,20 travel 41:11 tremendous 114:5 130:6	158:18 176:22 trial 5:8 23:10 trials 19:16,21 19:22 20:2,6,10 20:14,15 21:5 117:8 tried 110:6 145:22 178:12 205:15 318:1 trifolded 301:24 302:1 true 115:22 198:13 226:14 230:14 326:8 truly 304:3 truth 220:19 truthful 6:15 try 8:3,5 59:24 226:17 240:9 265:20 292:16 trying 7:20 72:22 82:14 101:23 147:2 157:15,20 161:6 193:3,20,24 218:4 220:18 226:4 312:13 turn 52:6 62:22 63:10 70:6 92:14 104:9 109:7 150:10 154:7 169:13 199:16 213:12 222:17 223:7 243:3 253:15 263:19 272:2 276:15 318:12	turned 102:13 102:15 turns 288:24 tutelage 271:21 twice 67:8 230:16 two 9:12 16:20 29:13 36:3 40:19 45:21 55:21 67:7 85:24 93:1 96:3 133:15,18 144:13 147:4 164:11 166:13 166:14 197:1 199:7 210:21 214:3 215:13 231:10 232:5,6 232:23 236:20 265:2 272:19 286:13 type 47:7 156:11 175:8 183:9 275:12 typed 290:15 300:23 302:2	unassuming 304:7 unaware 238:5 unbelievable 304:4 unblinded 303:6 303:11 305:1,5 314:16 uncomfortable 228:22 uncover 220:18 uncovered 110:20,22 162:4 166:3 199:4 uncovering 222:4 underlying 152:14 215:2 understand 6:17 6:18 7:3,15 9:4 9:7 10:2,18 11:15 29:6 31:14 57:11 103:6 111:8 114:3,12 131:14 135:20 136:1 137:23 144:3 168:19 193:20 193:24 195:7 198:10 220:5,13 249:22 263:19 289:8 302:21,23 303:1 understandable 6:22 understanding 36:23 46:11 47:16 55:2
		u	
		u 312:3 ultimate 180:20 ultimately 23:13 46:6 86:16 88:8 205:9,11 230:5 285:20 293:12 umeda 40:15 101:5,13 103:1 129:6	

[understanding - vocabulary]

Page 58

78:15 103:8 113:13 115:7,8 136:23 137:7,12 166:16 176:17 189:5 207:10 230:20 237:13 237:16 255:23 279:16 284:15 302:11,15 304:21 313:22 understood 7:1 8:13 11:2 32:1 78:6 282:14 undetermined 76:15 unfamiliar 226:20 unfolded 6:6 unfortunate 134:14 303:5 unfortunately 79:10 111:18 138:5 298:3 unhappiness 133:3 150:8 unhappy 36:12 46:1 149:12 uninformed 141:21 145:10 union 27:13 unison 250:23 united 1:1 26:20 26:21 27:12 universe 8:23 unquote 287:16 299:16 unsolicited 223:10 224:1	279:6 unsuspecting 304:8 untrue 185:16 185:17 unusual 301:3 upset 132:22 use 10:11 24:21 31:23,23 44:3 143:2 220:10 252:7 267:21 273:6 276:20 284:23 291:2 299:17 314:11 314:18 319:12 useless 96:15 uses 284:17 usual 5:14 8:20 usually 243:17 v v 1:6 307:2 324:4 325:1 326:1 vague 42:23 160:6 valid 73:18 134:2,15 validated 200:9 valuation 33:23 41:5 value 45:19 46:2 84:23 115:10 116:11 134:8 262:20 valued 33:7 valueless 79:14	vano 3:23 79:15 79:16 118:22 134:6 138:16 142:22 143:2 144:13 156:1 159:16 160:11 163:19 164:10 164:24 165:11 167:8 168:4,4,23 171:10 173:24 175:14,21 176:7 177:10 179:11 179:18,22 180:3 180:7,12,12,14 182:22,24 183:1 200:20 202:8 210:22 217:11 218:12,14,20 221:22 226:21 271:15 278:9,11 278:24 280:13 280:18 281:21 290:20,21 295:4 296:10 308:19 308:23 309:13 310:17 vano's 135:14 140:18 141:22 142:15,17 144:7 148:23 162:2 179:19 191:8 207:16 210:11 216:24 217:3 218:13,21 229:8 233:14 257:13 261:17 289:22 variety 193:22	vast 13:9 vehicle 24:2 25:16,20 130:4 venue 312:18 venues 24:15 veracity 142:21 161:15 verbal 7:8 50:24 verbiage 255:21 verified 200:10 200:21 201:6,13 201:17 verify 132:1 324:9 veritext 324:14 324:23 veritext.com 324:15 version 133:4,4 133:5 294:1,5,12 294:18,22 versus 25:10,17 26:4 214:19 254:12 vicious 274:24 viciously 220:17 254:24 victim 194:4 267:2 view 113:5 138:9 138:10 159:4 160:1 213:3 violated 227:20 violation 96:4,19 visited 203:19 vocabulary 148:10
--	--	---	--

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1495

[voluminous - weiser]

Page 59

voluminous 252:15 voluntarily 17:12	313:20 wanted 69:12 86:6 104:22 105:3 122:20 131:24 152:2 159:7,9 183:15 235:14 270:17 290:24 311:7 319:3	166:14 weighty 251:15 weiser 1:3 6:5 41:15,16 42:10 42:11,18,19 43:3 43:6,9,13,19 44:2,2,4 47:16 49:19,19,23 50:2 50:12,12,16 51:1 51:17,22 55:2,8 55:10,12,12,17 55:23 56:20 57:3,19 58:4,11 60:8,12,22,22 61:6,8,10,20 62:2,8,8,15,16 63:16,24 65:16 65:24 66:10,13 66:15,22 67:4,4 67:12,13,15,15 67:20,20 68:4,11 68:21,22 69:1,12 69:24 71:17,21 71:24 72:6 74:8 75:18 76:13,19 77:20 79:23,23 80:15 87:19 88:9,17,17 89:3 89:8,8,13,14 90:4,4,13,13,22 91:1,10,15,17 92:4 93:24 94:11,17 98:10 99:14,17 100:13 100:24 104:2 105:12 106:12 106:24 107:9 108:18,23 109:2	109:21 110:3 113:7,7,13,14,23 118:15 120:14 120:20 121:9,9 122:1,1,9 123:1 123:2,7,8,14,15 123:21,24 124:4 124:16,19,24 125:14,18,20 127:9,17,17,22 127:23,24 129:8 129:13,15,15 130:14,14,21,21 149:3 150:6 151:1 152:10 154:22 156:19 164:23 165:11 166:17,19,21 167:8 172:16,19 172:23,24 174:9 174:14 175:14 175:20 176:18 177:11 181:5,15 183:16 184:13 184:13,16,19 186:18,19 189:17,18 192:7 194:1,2 195:5 197:5,5,14,15 201:5 205:4 209:1 210:7,8 211:9 212:9,10 214:15 215:21 218:9 221:16 231:22,23 232:3 236:16 237:3,7,7 238:2,2,7,8,14 238:19,19 239:6
w			
w 21:17 wait 186:5 187:16 waiting 74:17,19 waived 5:6 walked 133:9 walking 25:21 wall 205:19 206:3,21 207:7 208:7,10,12,15 208:23 209:17 211:8,15 212:8 213:9 want 9:18 24:21 34:15,17 37:5,6 37:22 39:23 40:1 63:13 67:10 69:8 70:8 71:2 73:1 78:20 78:23 79:3,4 80:15,18 98:9 101:20 104:17 114:5,6 122:18 133:5 148:8 152:22 181:4 193:12 194:16 199:2 219:3,7 223:6 225:17,23 227:2 230:18 244:19 297:18 297:19,21,22 298:6,7 305:19	wanting 278:18 wants 128:8 warned 235:8 247:5 warrant 262:20 warrants 284:6 watson 320:14 320:19 way 23:8 32:14 32:19 33:12 38:22 86:11 104:4 106:9 116:24 120:16 122:13 126:4 128:6 167:17 170:6 178:12 186:4,9 218:3 257:10 270:2 272:7 ways 96:1 113:1 we've 63:11 81:10 103:21 254:12 299:10 website 172:11 183:21 weekend 60:1 65:1 weeks 85:24 165:24 166:13		

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 37

1496

[weiser - wright]

Page 60

241:12,12,18,24	250:21 256:10	wish 190:1	324:12,19
242:7,12 243:15	257:2 266:2	wishing 91:19	wms 214:16
244:6,14 245:13	281:12 298:12	withdraw	254:11
248:2 249:3	306:19	102:12 153:9	word 46:12
250:16,24 252:8	west 17:2,7,15	181:9,13	143:2,4,9 148:7
254:8 258:24	263:2,15	withdrawn	words 7:9 24:21
262:8,11,15	whatsoever	100:14 101:3	44:4 65:8 68:8
265:7 267:9	42:10 123:17	281:12	101:11 142:10
268:4,15 269:1,7	134:13 177:21	withdrew 103:2	181:4 255:22
269:24 270:7	310:4	witness 3:4 7:7	work 56:24 71:3
271:12 273:2	whistleblower	22:12 40:14	107:14 136:19
275:22,22 276:7	303:8 311:6	47:14 55:1 61:3	158:13 162:8
278:1 280:6	wholly 13:17	71:7 74:18 75:5	179:12 195:21
284:4 285:6,6	141:21	75:22 81:5	200:11 202:9
286:22 287:17	wiess 299:8	86:23 87:9	262:19 285:13
292:23,24	wife 31:14	88:23 93:13	286:9 296:17,18
293:13,13,14	wife's 16:3	100:11 113:20	297:23 304:8
295:19 296:8,13	willful 96:19	116:17 118:5,11	worked 18:10,11
299:15 305:10	william 299:9	135:6 136:22	18:19 69:4
307:22 310:8,16	williams 4:5	150:20 160:18	117:2,4 130:11
310:21 311:18	89:20 90:14	164:2 173:5,19	179:10 200:22
312:4,9 313:15	131:12 132:2,13	174:24 182:12	234:8
313:19 314:7,9	139:7,10,15	187:16 190:15	working 49:16
314:12,14,14,18	140:10,13 141:5	191:20 192:2,21	50:9,13 59:14,23
315:5,18,23	143:23 151:18	194:17 196:4,10	61:10 62:14,19
316:3 318:24	214:17 216:11	200:17 208:14	68:1,5 127:23
319:15 320:15	222:22 223:4,12	223:8 226:6	159:12 193:7
324:4 325:1	225:22 228:16	238:24 239:11	199:6 206:23
326:1	231:13,18 232:7	248:12,17 250:4	221:9 237:9,12
weiser's 59:8,19	233:5,8 236:9	251:20 254:4	285:11
60:20 193:5	246:4,9 254:12	264:3,17 272:18	works 50:7
211:10 239:6	265:8 292:24	274:7 277:7	100:14 263:1
248:7 280:6	293:14	287:3,23 288:11	worse 83:22
314:21 319:1	willy 193:14	289:7 302:18	worst 83:18
welcome 31:22	win 112:17,18	306:9 307:9,18	wrap 322:3
went 95:20	112:18,19	310:20 315:1,8	wright 235:21
162:1,3 183:3	wire 284:18,24	316:15 322:9	236:2
218:22 250:19		323:5 324:8,10	

[write - zero]

Page 61

write 84:22 85:23 112:13 133:8 138:21 259:23 260:1,6 264:10 265:5 writes 58:9 65:2 writing 60:20 69:2,23 217:21 274:21 278:6 315:9 written 208:17 242:4 261:10,13 265:11 275:15 285:23 286:1 wrong 34:2 79:10 111:2 113:1 134:7 168:24 171:2 227:11 228:10 228:12 230:10 230:12,16 275:18 wrote 68:4 83:17 222:13 242:2 260:12 264:6,8 300:11 314:4	yahoo.com. 231:12 yates 217:16,17 yeah 17:14 23:8 25:19 31:10 34:10 41:22 42:8 49:4,7 70:6 88:10 98:16 105:2,5 126:21 127:1 130:24 148:15,15 149:24 150:2 160:21 174:24 178:18 186:7 187:12 190:1 192:17 194:8,8,9 202:4,23 204:15 210:2 215:24 224:23 226:2 230:16 234:13 248:17 262:1 269:9 280:18 287:3,4 289:7,16 292:14 294:8 year 16:8 30:9 33:13 34:14 36:3 45:21 years 15:14 16:9 17:22,23 19:2,5 22:19 30:10 83:14 99:19 111:19 130:9 227:9 242:13 279:19 309:4 yep 227:3 277:17 yesterday 155:20	york 24:10,13 97:19 101:6 102:11 152:2 202:13 204:7,22 younger 161:9 ypsilanti 227:3
		z
		zero 252:10
x		
x 3:2,12 4:2 25:17 301:20 xm 41:3 95:14 96:8,9 xm's 96:19		
y		
y 19:20 yahoo.com 233:4		

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

EXHIBIT 38

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

THE WEISER LAW FIRM, P.C., : CIVIL ACTION

and :

ROBERT B. WEISER, ESQUIRE :

:

vs. : NO. : 2:19-CV-02728-KSM

:

MICHAEL HARTLEIB :

Thursday, November 17, 2022

DAY II

Oral deposition of MICHAEL HARTLEIB,
held at the law offices of SILVERANG ROSENZWEIG
HALTZMAN, LLC, Woodlands Center, Suite 300, 900
East Eighth Street, King of Prussia, Pennsylvania,
beginning at 10:00 a.m., on the above date, before
Jan Singer Brooks, Court Reporter and Notary
Public.

VERITEXT COURT REPORTING

1801 Market Street

Suite 1800

Philadelphia, Pennsylvania 19103

Page 2				Page 4			
1	APPEARANCES			1	EXHIBITS (Continued)		
2				2			
3				3			
4	SILVERANG ROSENZWEIG HALTZMAN, LLC			4			
5	BY: PHILIP S. ROSENZWEIG, ESQUIRE			5	NO.	DESC.	PAGE
6	Woodlands Center, Suite 300			6			
7	900 East Eighth Street			7			
8	King of Prussia, PA 19406			8			
9	ph: 610.263.0115			9	Exhibit 34	Answer	122
10	prosenzweig@sanddlawyers.com			10			
11	Counsel for Plaintiff			11	Exhibit 35	8/17/18 E-Mail	135
12				12			
13				13			
14	GOLDBERG MILLER & RUBIN, P.C.			14			
15	BY: EAMON C. MERRIGAN, ESQUIRE			15			
16	121 South Broad Street			16			
17	Suite 1600			17			
18	Philadelphia, PA 19107			18			
19	ph: 215.735.3994			19	-----		
20	emerrigan@gmrlaw.com			20			
21	Counsel for Defendant			21			
22				22			
23				23			
24	-----			24			

Page 3				Page 5			
1	INDEX			1	---		
2				2	PROCEEDINGS		
3	WITNESS: Michael Hartleib			3	---		
4	EXAMINATION			4	(It is hereby stipulated and agreed		
5	PAGE			5	by and among counsel for the respective		
6	By Mr. Rosenzweig	5		6	parties that the filing, sealing and		
7				7	certification of the deposition are waived;		
8	-----			8	and it is agreed that all objections, except		
9	EXHIBITS			9	as to form, are reserved until the time of		
10				10	trial.)		
11	NO.	DESC.	PAGE	11	---		
12				12	MICHAEL HARTLEIB, after having been		
13	Exhibit 23	Amicus Curiae Brief	6	13	first duly sworn, was examined and testified		
14	Exhibit 24	Motions Hearing	40	14	as follows:		
15	Exhibit 25	2/22/18 E-Mail	50	15	---		
16	Exhibit 26	E-Mail Chain	56	16	EXAMINATION		
17	Exhibit 27	3/13/18 E-Mail	79	17	---		
18	Exhibit 28	E-Mail Chain	90	18	BY MR. ROSENZWEIG:		
19	Exhibit 29	E-Mail Chain	92	19	Q. Good morning, Mr. Hartleib. You have		
20	Exhibit 30	11/6/18 E-Mail	94	20	had just been re-sworn. You are under oath as you		
21	Exhibit 31	Motion for Acceptance of	96	21	were yesterday and I am going to presume that I do		
22	Amicus Curiae Brief			22	not need to give you the instructions that I gave		
23	Exhibit 32	3/22/18 E-Mail	108	23	you yesterday again. Is that fair?		
24	Exhibit 33	4/5/18 E-Mail	112	24	A. That's fair.		

<p style="text-align: right;">Page 6</p> <p>1 Q. Just a reminder, it's very important</p> <p>2 that you understand my question and that, you</p> <p>3 know, you either indicate that you don't</p> <p>4 understand it, in which case I will ask a</p> <p>5 different or better question, but if you answer</p> <p>6 the question I have posed we are all going to</p> <p>7 presume that you have understood it. That's the</p> <p>8 only thing I wanted to reiterate. And thank you</p> <p>9 for your attendance here on Day 2 of your</p> <p>10 deposition.</p> <p>11 I would like to start by turning</p> <p>12 your attention to what is Tab No. 26. And I am</p> <p>13 going to mark Tab No. 26 as Hartleib-23.</p> <p>14 (Exhibit No. Hartleib-23, Amicus</p> <p>15 Curiae Brief was marked for identification.)</p> <p>16 BY MR. ROSENZWEIG:</p> <p>17 Q. Mr. Hartleib, please get to Tab 26. We</p> <p>18 have marked it at Hartleib-23 and I'm going to</p> <p>19 have some questions but please acquaint yourself</p> <p>20 with that document.</p> <p>21 A. Yes.</p> <p>22 Q. Yes, meaning?</p> <p>23 A. I'm ready.</p> <p>24 Q. You're ready. Thank you. And what is</p>	<p style="text-align: right;">Page 8</p> <p>1 question which is you believe you remain an</p> <p>2 interest holder in that entity which may be known</p> <p>3 as a different entity at this point?</p> <p>4 A. Yes, I believe so.</p> <p>5 Q. Okay. But specifically at the time of</p> <p>6 the filing of this amicus brief by you, you were a</p> <p>7 shareholder in CenturyLink Residential Customer</p> <p>8 Billing or whatever that specific entity was?</p> <p>9 A. I believe so. I don't know if that was</p> <p>10 the actual name but yes, I believe so.</p> <p>11 Q. Okay. And how did you become aware that</p> <p>12 there was -- strike that.</p> <p>13 Was this litigation a derivative</p> <p>14 shareholder suit?</p> <p>15 A. I believe so, yes.</p> <p>16 Q. Okay. And how did you become aware of</p> <p>17 the CenturyLink derivative litigation?</p> <p>18 A. I don't recall.</p> <p>19 Q. Okay. But it's fair to say that at some</p> <p>20 point you became aware of it?</p> <p>21 A. Yes.</p> <p>22 Q. And when you became aware of the</p> <p>23 CenturyLink derivative litigation did you become</p> <p>24 aware that the Weiser Law Firm was a -- was</p>
<p style="text-align: right;">Page 7</p> <p>1 Hartleib-23 generally?</p> <p>2 A. An amicus brief.</p> <p>3 Q. Okay. And --</p> <p>4 A. Drafted by myself.</p> <p>5 Q. Okay. And if you look at the very last</p> <p>6 page of the brief itself, Page 17, is that your</p> <p>7 signature as the submitting party?</p> <p>8 A. Yes, it is.</p> <p>9 Q. And if you look at the very last page of</p> <p>10 the document, which is a Certificate of Service,</p> <p>11 is that your signature as the -- to the</p> <p>12 Certificate of Service regarding on whom you</p> <p>13 served the amicus brief?</p> <p>14 A. Yes, it is.</p> <p>15 Q. Okay. This amicus brief was submitted</p> <p>16 by you in the CenturyLink litigation, correct?</p> <p>17 A. Yes.</p> <p>18 Q. Were you at the time of this amicus</p> <p>19 brief a shareholder in CenturyLink?</p> <p>20 A. I believe so, yes.</p> <p>21 Q. Okay. And --</p> <p>22 A. I believe I still am but I believe the</p> <p>23 name has changed in the corporation.</p> <p>24 Q. Okay. So you anticipated my next</p>	<p style="text-align: right;">Page 9</p> <p>1 counsel or one of the counsel for derivative</p> <p>2 shareholders in that case?</p> <p>3 A. Yeah, I believe so, yes.</p> <p>4 Q. Okay.</p> <p>5 A. I mean they were listed -- so if you</p> <p>6 look at the Certificate of Service, I would have</p> <p>7 obtained those names of those firms from the</p> <p>8 docket.</p> <p>9 Q. Okay. And can you tell me the date of</p> <p>10 this amicus filing? I have the document.</p> <p>11 A. No, I don't know the date of the</p> <p>12 document. But it says that there was a</p> <p>13 forthcoming hearing 3/6/19. So I would assume it</p> <p>14 was around that time or prior to 3/6/19.</p> <p>15 Q. Very good. Can I also turn your</p> <p>16 attention to the Certificate of Service which --</p> <p>17 A. 3/5/19.</p> <p>18 Q. Okay. So since you served it on the</p> <p>19 parties listed in the Certificate of Service on</p> <p>20 3/5/19 according to your certificate, do you</p> <p>21 believe that that's probably the date of the</p> <p>22 filing?</p> <p>23 A. That day or the following day, yes, I</p> <p>24 would imagine.</p>

<p style="text-align: right;">Page 10</p> <p>1 Q. Okay. And at the time you made this</p> <p>2 amicus filing were you aware that a hearing</p> <p>3 regarding competing motions for appointment of</p> <p>4 lead counsel had been scheduled for March 6 of</p> <p>5 2019?</p> <p>6 A. I don't know that I was aware of the</p> <p>7 date of appointment. I think I was aware that</p> <p>8 there was a forthcoming hearing to decide lead</p> <p>9 plaintiff in the case.</p> <p>10 Q. Okay.</p> <p>11 A. Lead plaintiff counsel in the case.</p> <p>12 Q. And specifically what was the purpose of</p> <p>13 your filing of the amicus brief?</p> <p>14 A. To provide the Court information that it</p> <p>15 may deem relevant while rendering its decision to</p> <p>16 appoint lead plaintiff counsel.</p> <p>17 Q. And was it your understanding that it</p> <p>18 was the Robbins Arroyo firm that had filed an</p> <p>19 application for appointment as lead counsel?</p> <p>20 A. I'm going back. You're testing my</p> <p>21 memory. But I believe there was another firm that</p> <p>22 was seeking lead. I believe this was a multi</p> <p>23 jurisdictional case and I believe the Robbins firm</p> <p>24 was seeking lead as the multi jurisdictional lead</p>	<p style="text-align: right;">Page 12</p> <p>1 would give is that Robbins Geller is a completely</p> <p>2 different firm and, in my personal opinion, a</p> <p>3 better firm.</p> <p>4 Q. Okay. And Robbins Arroyo, which is one</p> <p>5 of the service parties on this amicus brief if you</p> <p>6 look at your Certificate of Service, is that an</p> <p>7 iteration of Robbins Umeda and Fink?</p> <p>8 A. I believe so, yes.</p> <p>9 Q. Okay. And I understand that you are not</p> <p>10 testifying with any inside knowledge of the exact</p> <p>11 corporate structures of these firms but that</p> <p>12 the -- we could trace the Robbins Umeda and Fink</p> <p>13 firm through its various iterations and names</p> <p>14 which would include at some point Robbins Arroyo?</p> <p>15 A. Yes.</p> <p>16 Q. All of which are distinct and separate</p> <p>17 from Robbins Geller?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. So was your opinion of the</p> <p>20 Robbins Arroyo firm, Mr. Hartleib, essentially the</p> <p>21 same as your opinion of the Robbins Umeda and Fink</p> <p>22 firm, and let's be specific, at the time you filed</p> <p>23 this amicus brief?</p> <p>24 MR. MERRIGAN: Object.</p>
<p style="text-align: right;">Page 11</p> <p>1 counsel that would lead all jurisdictions in the</p> <p>2 case.</p> <p>3 Q. Okay. And you have previously testified</p> <p>4 about a law firm that begins with the name</p> <p>5 Robbins. Can you remind me of what that name is?</p> <p>6 A. Well, it used to be Robbins Umeda and</p> <p>7 Fink. Then it became several other iterations of</p> <p>8 multi partners' names. Now I believe it's ended</p> <p>9 up just being Robbins, LLP.</p> <p>10 Q. Okay. So Mr. Hartleib, to your</p> <p>11 knowledge, the various firms that all begin with</p> <p>12 Robbins, are they all the same firm that have --</p> <p>13 that has evolved over time and whose name has</p> <p>14 changed? What is your understanding?</p> <p>15 A. So my understanding, you had Robbins</p> <p>16 Umeda and Fink, the same firm, different name,</p> <p>17 Robbins Umeda. There was some iteration prior to</p> <p>18 Robbins Umeda. And then ultimately it ended up</p> <p>19 Robbins. Those are all the same firm with</p> <p>20 different partners -- or I don't know if their</p> <p>21 structure is the same so I can't swear under oath</p> <p>22 that it's the same firm. It could be a different</p> <p>23 corporation. I don't know.</p> <p>24 And then the only other caveat I</p>	<p style="text-align: right;">Page 13</p> <p>1 But you can answer if you follow.</p> <p>2 A. I had issues with the Robbins Umeda and</p> <p>3 Fink firm and, in particular, Mr. Jeffrey Fink.</p> <p>4 In fact, I was in contact with the Department of</p> <p>5 Justice and U.S. attorneys, the same U.S.</p> <p>6 attorney, Richard Robinson, that convicted Melvyn</p> <p>7 Weiss and William Lorack and put them in the</p> <p>8 federal penitentiary. I had multiple</p> <p>9 conversations with that U.S. attorney.</p> <p>10 Q. Who is who?</p> <p>11 A. Richard Robinson.</p> <p>12 Q. Thank you.</p> <p>13 A. Shortly thereafter, Mr. Fink was no</p> <p>14 longer a partner at that firm -- or no longer a</p> <p>15 named partner at the firm. I don't know what</p> <p>16 happened at the back end, if he was an owner of</p> <p>17 the firm, I don't know. So I suspect it had</p> <p>18 something to do with my concerns and the</p> <p>19 allegations that I brought to Mr. Robinson's</p> <p>20 attention but I don't know that for a fact.</p> <p>21 So I would say that I had a higher</p> <p>22 level of grievance with Mr. Fink when Mr. Fink was</p> <p>23 part of that firm, but I still do not have a high</p> <p>24 opinion or high regard for the Robbins firm, or</p>

4 (Pages 10 - 13)

<p style="text-align: right;">Page 14</p> <p>1 Robbins Arroyo, formerly known as Robbins Arroyo.</p> <p>2 Q. Thank you. I think you have answered my</p> <p>3 question.</p> <p>4 What was your understanding of the</p> <p>5 role that Robbins Arroyo played in the</p> <p>6 Sprint/Nextel derivative litigation?</p> <p>7 A. I don't know specific facts about the</p> <p>8 structure of who was handling the lead in sprint.</p> <p>9 I know that your client, that the Weiser Law Firm</p> <p>10 was the one making appearances at the Court,</p> <p>11 although Robbins was there. They were there.</p> <p>12 They weren't addressing the Court. So to me the</p> <p>13 Weiser firm was taking the lead in the case.</p> <p>14 I strongly suspected that Robbins,</p> <p>15 and I still do, had a very big hand in what went</p> <p>16 on with all of the drafting of the pleadings, et</p> <p>17 cetera, et cetera. I believe that Robbins carries</p> <p>18 a very big stick. I believe that 90 percent of</p> <p>19 the cases that I have experienced Robbins</p> <p>20 controls. I believe that's because of the power</p> <p>21 of the Robbins Geller firm.</p> <p>22 Q. Which is a separate firm?</p> <p>23 A. Which is a separate firm.</p> <p>24 Q. And why do you believe that the power of</p>	<p style="text-align: right;">Page 16</p> <p>1 Q. With respect to the Sprint/Nextel</p> <p>2 derivative action, was it your understanding that</p> <p>3 Robbins Arroyo was the firm that hosted the</p> <p>4 document review process through the relativity</p> <p>5 platform that they controlled in which process</p> <p>6 Jeffrey Silow was a document reviewer?</p> <p>7 A. Yes, I believe that there were sworn</p> <p>8 affidavits from Mr. Aguilar and others that he</p> <p>9 oversaw the document review in his offices. So,</p> <p>10 yes, I believe there was sworn testimony from</p> <p>11 multiple parties that it was their relativity</p> <p>12 software system and that they were in control of</p> <p>13 said software.</p> <p>14 Q. Do you have any information to</p> <p>15 disbelieve, that would cause you to disbelieve or</p> <p>16 discredit that position?</p> <p>17 A. Well, other than there's been perjury</p> <p>18 committed in the case on a myriad of ways. I mean</p> <p>19 a sworn declaration or sworn affidavit loses some</p> <p>20 of its credibility when there's been false</p> <p>21 declarations filed.</p> <p>22 Q. You're not suggesting that Mr. Aguilar</p> <p>23 filed any false declarations or statements, are</p> <p>24 you?</p>
<p style="text-align: right;">Page 15</p> <p>1 Robbins Geller influences the power of Robbins</p> <p>2 Arroyo?</p> <p>3 A. Because the way these derivative cases</p> <p>4 work, there is something that I have dubbed</p> <p>5 "Piggyback Litigation." So there is generally a</p> <p>6 class action or securities 10b-5 Class Action</p> <p>7 that's filed by a firm, most often Robbins Geller.</p> <p>8 There's an agreement made to share the real work</p> <p>9 that's done in the case, the real discovery that's</p> <p>10 done in the case. There's an agreement to share</p> <p>11 all of that discovery with the Robbins firm, which</p> <p>12 happens to be his brother. That discovery is</p> <p>13 reviewed and, as you see, millions of dollars are</p> <p>14 charged for that document review but it leads to</p> <p>15 no meaningful reform or relief in many cases.</p> <p>16 So I believe that Robbins Geller,</p> <p>17 since they are the ones that share the</p> <p>18 discovery -- and the plaintiff's bar with regard</p> <p>19 to derivative litigation is a pretty small circle.</p> <p>20 And I have spoke with many attorneys that will not</p> <p>21 do anything to cross the Robbins firm for fear</p> <p>22 that they will be locked out of cases, that they</p> <p>23 will not be included, that no work will be sent</p> <p>24 their way.</p>	<p style="text-align: right;">Page 17</p> <p>1 A. I don't know one way or another.</p> <p>2 Q. Okay. And the false declarations or</p> <p>3 statements to which you refer are that of Jeffrey</p> <p>4 Silow/Alexander J. Silow?</p> <p>5 A. That's one of them. I believe that some</p> <p>6 of the other declarations, possibly even Mr.</p> <p>7 Aguilar's, were not truthful as well.</p> <p>8 Q. Okay. Can you tell me with specificity</p> <p>9 why you think other declarations were not</p> <p>10 truthful?</p> <p>11 A. I think that even Judge Vano took issue</p> <p>12 with the time logs and didn't believe -- said that</p> <p>13 they were not remotely accurate or credible, which</p> <p>14 means, henceforth, they were fraudulent or false,</p> <p>15 right. So if Mr. Aguilar is swearing to those</p> <p>16 hours and those time logs and Judge Vano finds</p> <p>17 them highly suspect, I would have to say that I</p> <p>18 find them suspect as well.</p> <p>19 So you're asking me do I believe</p> <p>20 Mr. Aguilar's sworn statement that those billings</p> <p>21 records are true and accurate. No, I don't.</p> <p>22 Q. With respect to the issue of the billing</p> <p>23 records, correct? I mean that's your focal point</p> <p>24 in what you do not find credible?</p>

5 (Pages 14 - 17)

<p style="text-align: right;">Page 18</p> <p>1 A. Well, that's the question you just asked 2 me. I'm responding to your question. 3 Q. My question was broader. I want to make 4 sure I just understand your answer. So the lack 5 of credibility you find in various sworn 6 statements in the Sprint/Nextel case relates to 7 the Silow billing records in the document review 8 process. Is that fair? 9 A. They include the Silow billing records. 10 Q. So what else subject matter-wise do you 11 find not credible in any of the filings or sworn 12 statements filed in the Sprint/Nextel litigation 13 other than the Jerry Silow/Alexander J. Silow 14 filing in and of itself? 15 A. I would have to have all of the 16 affidavits and sworn declarations in front of me 17 and go through them and tell you. For example, 18 Layn Phillips. Layn Phillips filed sworn -- Judge 19 Phillips filed sworn declarations in the case. I 20 find all of these sworn statements of varying 21 support for \$4.5 million in fees for illusory work 22 that was done, according to Judge Vano, I find all 23 of that troubling and I question the veracity of 24 honesty of all of those declarations.</p>	<p style="text-align: right;">Page 20</p> <p>1 litigation practice? 2 A. I think that there are major issues with 3 the whole process regarding derivative litigation. 4 My opinion of these firms working together is what 5 I have witnessed over the last 15 years having to 6 defend my interest in cases whereby they were 7 counsel in said cases. 8 So it's my personal experience and 9 my hands-on experience in dealing with these firms 10 that I come to that conclusion, apart from the 11 overall concerns I have with regard to derivative 12 litigation, the lack of a real agreed party, the 13 lack of real plaintiffs and the fact that the 14 majority of cases are lawyer driven with little or 15 no relief for the corporation or its shareholders 16 derivatively. 17 Q. If you look at the document that I 18 marked as Hartleib-23. And I just want you to 19 look at the caption page so you don't have to flip 20 through it. Again, it's Tab 26. It's your amicus 21 brief. Take your time. 22 A. You confused me. I was there. Okay. 23 Q. Yes, you were. I want to turn your 24 attention to the heading of the brief. It reads</p>
<p style="text-align: right;">Page 19</p> <p>1 Q. In the context of your amicus brief 2 filing did you have any understanding as to 3 whether the Weiser Law Firm was seeking 4 appointment as lead or co-lead counsel in the 5 CenturyLink derivative litigation along with 6 Robbins Arroyo? 7 A. I don't know that I had any specific 8 understanding of that, no. I just know that the 9 Weiser Law Firm was listed on the docket so that 10 they were involved in the case. I think, like I 11 have said repeatedly and testified to, I think 12 that many of these firms work hand in glove. They 13 operate as one. How they chop up the money on the 14 back end or all of these things, that's why I used 15 the term racketeering. If you're doing something 16 nefarious and you're all working together to do, 17 you know, the nefarious acts and then you are all 18 collecting money or splitting the money up 19 different ways, I think that these firms operate 20 hand in glove and oftentimes operate as one. 21 Q. Okay. And that is based on your 22 conclusion that the derivative litigation 23 practice, in general, is nefarious; is that fair, 24 the very nature of the derivative shareholder</p>	<p style="text-align: right;">Page 21</p> <p>1 "Amicus Curiae Brief of Shareholder Michael 2 Hartleib and Concerned Citizen." That concerned 3 citizen is also you, right? 4 A. Correct. 5 Q. "In Opposition of the Appointment of 6 Robbins Arroyo and the Weiser Firm, et al., As 7 Lead Counsel in the Consolidated Derivative 8 Action." 9 Did I read that correctly? 10 A. Yes. 11 Q. Why do you state Weiser firm, et al.? 12 A. Because, like I said, all of -- a lot of 13 these firms work together. It's very difficult 14 for a lay person to even know all of the firms 15 that are in a case, what docket to file on. You 16 may have -- in this situation, this was a multi 17 jurisdictional case. So there were cases in 18 Minnesota, there were cases in Delaware if I 19 recall, there were cases in other states also. So 20 it's extremely difficult to ascertain which firms 21 are in which cases. And I didn't know if the 22 Weiser firm was seeking lead, I didn't know if 23 Robbins Arroyo was seeking lead. I didn't know 24 who was seeking lead.</p>

6 (Pages 18 - 21)

<p style="text-align: right;">Page 22</p> <p>1 I had problems with two or three</p> <p>2 other firms that were in the Sprint case as well.</p> <p>3 Q. Okay. So I want to understand from you,</p> <p>4 Mr. Hartleib, why you always name the Weiser Firm,</p> <p>5 et al., and why in this instance you chose --</p> <p>6 since you didn't know who was seeking lead or</p> <p>7 co-lead, why you felt it appropriate to name the</p> <p>8 Weiser Firm, et al., as opposed to any other firm</p> <p>9 et al.?</p> <p>10 MR. MERRIGAN: Objection.</p> <p>11 You can answer.</p> <p>12 A. Because I'm bringing information to the</p> <p>13 Court that involves the Weiser firm, the Robbins</p> <p>14 Arroyo firm and like four or five other firms that</p> <p>15 were in the Sprint case. They are all culpable as</p> <p>16 well.</p> <p>17 Q. Culpable in what?</p> <p>18 A. In the fraud that took place in Kansas.</p> <p>19 Q. In the Sprint/Nextel litigation?</p> <p>20 A. Correct, or may be culpable. Like I</p> <p>21 said, I don't know what goes on behind the scenes.</p> <p>22 I didn't get a single e-mail in discovery from</p> <p>23 your clients that mentioned my name which is</p> <p>24 remarkable.</p>	<p style="text-align: right;">Page 24</p> <p>1 didn't understand or didn't realize that.</p> <p>2 Q. Okay. So Mr. Hartleib, you keep</p> <p>3 testifying about not getting, you know, e-mails in</p> <p>4 discovery. You are talking about in the present</p> <p>5 case, right?</p> <p>6 A. Yes.</p> <p>7 Q. And the present case long succeeds when</p> <p>8 you filed this amicus brief in the CenturyLink</p> <p>9 case, right?</p> <p>10 A. Yes, but you're asking me specific</p> <p>11 details of the culpability of the other firms, the</p> <p>12 other four or five firms that were in the</p> <p>13 Sprint/Nextel case. I don't have the answer for</p> <p>14 you.</p> <p>15 Q. Okay. But at the time you filed this</p> <p>16 amicus brief --</p> <p>17 A. Yes.</p> <p>18 Q. -- okay, which we agree is around</p> <p>19 March 5 or 6 -- you served it on March 5, 2019,</p> <p>20 right?</p> <p>21 A. Yes.</p> <p>22 Q. You didn't know what the culpability was</p> <p>23 regarding the Weiser Law Firm or the Robbins</p> <p>24 Arroyo Law Firm or any law firm with respect to</p>
<p style="text-align: right;">Page 23</p> <p>1 Q. Okay. Which is also non responsive to</p> <p>2 the question. So, please just answer the question</p> <p>3 I have posed.</p> <p>4 And I have one follow-up question,</p> <p>5 which is in your mind isn't there a difference</p> <p>6 between may be culpable and is culpable even if</p> <p>7 you're correct that there was, and I will use your</p> <p>8 term although I dispute it highly, a "fraud"?</p> <p>9 A. Sure. But without knowing what was</p> <p>10 going on on the back end, which I have no insight</p> <p>11 to because we didn't get any documents in</p> <p>12 discovery, I don't know how culpable the other</p> <p>13 firms were.</p> <p>14 Q. Okay. So Mr. --</p> <p>15 A. I didn't see outrage coming from the</p> <p>16 other firms. I didn't see anybody file anything</p> <p>17 on the docket as to the outrage as to what</p> <p>18 transpired in the Sprint case. I didn't see Judge</p> <p>19 Phillips, a former federal judge, a presidential</p> <p>20 appointee, redact his sworn the declaration</p> <p>21 supporting the \$4.5 million fee request when he</p> <p>22 found out that it was -- that fraud had taken</p> <p>23 place in the Court. Mr. Phillips didn't reach out</p> <p>24 to the Court and say hey, I take all this back, I</p>	<p style="text-align: right;">Page 25</p> <p>1 the Sprint/Nextel/Jeff Silow billing issue?</p> <p>2 MR. MERRIGAN: Object. It's been</p> <p>3 asked and answered.</p> <p>4 You can answer it again.</p> <p>5 A. Well, I think we knew quite a bit at</p> <p>6 that point in time. We had Judge Vano's rulings.</p> <p>7 BY MR. ROSENZWEIG:</p> <p>8 Q. Who is the "we"?</p> <p>9 A. Shareholders.</p> <p>10 Q. Okay.</p> <p>11 A. The corporation. I knew of Judge Vano's</p> <p>12 rulings. I knew of the Silow situation. I was</p> <p>13 informing the Court of things that transpired in</p> <p>14 the Sprint litigation in Kansas, including the</p> <p>15 Appellate Court. At this time I don't know if the</p> <p>16 syllabus -- if the ruling had come down from the</p> <p>17 Appellate Court or not.</p> <p>18 Q. I would like to turn your attention to</p> <p>19 Page 11 of Hartleib-23, please, the first full</p> <p>20 paragraph on Page 11. And I quote the part that I</p> <p>21 would like you to pay attention to. "Wiser and</p> <p>22 Robbin," singular, "Arroyo et al. would stop at</p> <p>23 nothing to protect their criminal enterprise, I</p> <p>24 was subjected to repeated character attacks as I</p>

7 (Pages 22 - 25)

Page 26	Page 28
<p>1 exposed their duplicitous acts and conspiracies 2 against the Court." 3 Do you see that? 4 A. Yes. 5 Q. What criminal enterprise are you 6 referring to in that sentence, what criminal 7 enterprise? 8 A. My opinion is when you are using 9 disbarred attorneys to bill millions of dollars in 10 fees for illusory work, that's -- and committing 11 fraud upon the Court filing perjurious 12 declarations, that's the criminal enterprise that 13 I am speaking of. 14 Q. And it is your conclusion that that 15 constitutes a criminal enterprise? 16 MR. MERRIGAN: That's just the same 17 question asked another way. 18 A. Yes. The answer is yes. 19 MR. MERRIGAN: Again, it's been 20 asked and answered. 21 You can answer it again, Michael. 22 BY MR. ROSENZWEIG: 23 Q. On Page 2 of the same document, 24 Mr. Hartleib, could you turn to that?</p>	<p>1 myriad of cases with those two attorneys. In 2 fact, they have provided plaintiffs to those firms 3 in a myriad of cases. 4 Q. And who are those attorneys? 5 MR. MERRIGAN: I will give you the 6 same instruction I gave you yesterday, 7 Michael. 8 A. They are in the, they are in the Sprint 9 case without naming names. 10 BY MR. ROSENZWEIG: 11 Q. Okay. Well, I will ask you this and I 12 think I'm entitled to an answer to this. Are 13 those attorneys Rob Weiser or any attorney from 14 the Weiser Law Firm? 15 A. Not to my knowledge. 16 Q. Okay. So -- 17 A. With the exception of Jeffrey Silow. 18 Q. You have information that Jeffrey Silow 19 used deceased parties as plaintiffs in duplicitous 20 acts? 21 A. I have information that Jeffrey Silow 22 worked with or for or was involved in cases with 23 Melvyn Weiss and William Lorack. 24 Q. Okay. And do you, therefore, believe</p>
Page 27	Page 29
<p>1 MR. MERRIGAN: Two you said? 2 MR. ROSENZWEIG: Two, yes. 3 BY MR. ROSENZWEIG: 4 Q. You state, "Their duplicitous acts have 5 included the use of the following as Plaintiffs, 6 deceased parties, friends and family members which 7 lacked standing, and paid serial criminal 8 Plaintiffs like that of the infamous firm, Milberg 9 Weiss." 10 A. Mm-hmm. 11 Q. What knowledge do you have of the use of 12 diseased parties as plaintiffs -- 13 A. So -- 14 Q. -- at the time you filed this amicus? 15 What knowledge did you have of that? 16 A. So one of the attorneys that was in this 17 case -- Bruce Murphy as well. So one of the 18 attorneys -- 19 MR. MERRIGAN: In which case, 20 Michael? 21 A. In the Sprint case has direct ties -- 22 actually two of the attorneys have -- or more than 23 that have direct ties to the convicted felons 24 William Lorack and Melvyn Weiss. They were in a</p>	<p>1 that any attorney who worked with Melvyn Weiss or 2 William Lorack in any variety of past cases is, 3 therefore, implicated in the acts that they 4 committed for which they were criminally 5 prosecuted and convicted? 6 MR. MERRIGAN: Objection. 7 But you can answer. 8 A. No. 9 BY MR. ROSENZWEIG: 10 Q. And with respect to your statement, "and 11 paid serial criminal Plaintiffs like that of the 12 infamous firm Milberg Weiss," to whom are you 13 referring and what knowledge did you have that 14 that occurred at the time you filed this amicus 15 brief? 16 A. Same answer. There were at least two 17 attorneys that are involved -- that were involved 18 in the Sprint litigation that have used family 19 members, wives, other attorneys. 20 I guess the easiest thing for me to 21 do would be to direct you to Jessica Erickson's 22 Law Journal published article regarding derivative 23 litigation and the serial plaintiffs in derivative 24 litigation. I worked with her for over a year and</p>

8 (Pages 26 - 29)

<p style="text-align: right;">Page 30</p> <p>1 a half to help her write that article or give her</p> <p>2 information regarding derivative litigation.</p> <p>3 Q. At what point in time?</p> <p>4 A. I don't recall. We would have to look</p> <p>5 at the date that it was published. But it was the</p> <p>6 year, year and a half prior to the publishing date</p> <p>7 of that Law Journal article.</p> <p>8 Q. Okay. So let me ask you this. With</p> <p>9 respect to "paying serial criminal plaintiffs like</p> <p>10 that of the infamous firm Milberg Weiss," did you</p> <p>11 have any information at the time of the filing of</p> <p>12 this amicus brief that included -- that that --</p> <p>13 two thats -- that that included Robert Weiser or</p> <p>14 the Weiser Law Firm or any of its lawyers?</p> <p>15 MR. MERRIGAN: I am going to note</p> <p>16 an objection because I'm not sure I followed</p> <p>17 the question.</p> <p>18 But if you understand it you can</p> <p>19 answer.</p> <p>20 A. I don't have any direct information with</p> <p>21 regard to Robert Weiser. I think that it pertains</p> <p>22 more to another firm in the case.</p> <p>23 BY MR. ROSENZWEIG:</p> <p>24 Q. Okay. So would your answer then apply</p>	<p style="text-align: right;">Page 32</p> <p>1 brief to Rob Weiser or the Weiser Law Firm at the</p> <p>2 time you filed the amicus brief?</p> <p>3 A. Well, this wasn't specifically directed</p> <p>4 at just Rob Weiser.</p> <p>5 Q. But it was directed at Rob Weiser and</p> <p>6 the Weiser Law Firm amongst others?</p> <p>7 A. That's right.</p> <p>8 Q. So I'm asking you specifically what</p> <p>9 information, facts did you have at the time you</p> <p>10 filed this amicus brief that that statement and</p> <p>11 its allegations applied to Rob Weiser and/or the</p> <p>12 Weiser Law Firm other than your allegations</p> <p>13 regarding Jeffrey Silow, his billing and the</p> <p>14 Sprint/Nextel case?</p> <p>15 A. Like I said, some of these statements</p> <p>16 are directed at my ten or 15 years of research and</p> <p>17 experience with other firms in this case who work</p> <p>18 hand in glove with your client's firm. So the</p> <p>19 statement was directed at all of the parties, not</p> <p>20 just your clients.</p> <p>21 Q. But it included my clients, correct?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. Let me move you on to going back</p> <p>24 to Page 8, please -- or going to Page 8. And I</p>
<p style="text-align: right;">Page 31</p> <p>1 to both Robert Weiser and the Weiser Law Firm that</p> <p>2 you don't have specific information?</p> <p>3 A. I don't know. I mean I don't know.</p> <p>4 Q. You also in -- still on Page 2 of</p> <p>5 Hartleib-23. You state, "These firms fee split,</p> <p>6 interchange Plaintiffs, seek those that are</p> <p>7 compromised to generate thousands of billable</p> <p>8 hours for illusory work, submit fraudulent time</p> <p>9 logs and seek hundreds of millions in unjust fees</p> <p>10 in cases across the country."</p> <p>11 Do you see that language?</p> <p>12 A. I do.</p> <p>13 Q. Did I read it correctly?</p> <p>14 A. Yes.</p> <p>15 Q. What information or belief did you have</p> <p>16 at the time you filed this amicus brief with</p> <p>17 respect to that statement regarding the Weiser Law</p> <p>18 Firm or Rob Weiser other than with respect to</p> <p>19 Sprint/Nextel and Jeff Silow about which you have</p> <p>20 testified? I don't expect you to --</p> <p>21 A. I believe that this is standard</p> <p>22 operating procedure for most firms.</p> <p>23 Q. Okay. What specific information did you</p> <p>24 have that applies that statement in your amicus</p>	<p style="text-align: right;">Page 33</p> <p>1 want to draw your attention -- my apologies. It's</p> <p>2 Page 9, the next page, Mr. Hartleib.</p> <p>3 You make a statement that -- and</p> <p>4 this is the first paragraph that begins Judge</p> <p>5 Davis. Four lines down, end of Line 5 I quote.</p> <p>6 "Mr. Jeffrey Mark Silow has worked for the Weiser</p> <p>7 and Robbins Arroyo, et al. firms for over ten</p> <p>8 years, billing likely more than \$100 million in</p> <p>9 illicit fees, in a multitude of cases across the</p> <p>10 country."</p> <p>11 Do you see that statement?</p> <p>12 A. Yes.</p> <p>13 Q. Is that speculation on your part?</p> <p>14 A. Sure. I don't have exact dollar</p> <p>15 amounts.</p> <p>16 Q. Okay.</p> <p>17 A. But if he billed 1.7 million in the</p> <p>18 Sprint case and he has been in, you know, many,</p> <p>19 many cases for your client's firm and other firms</p> <p>20 billing similar amounts all while being disbarred,</p> <p>21 I thought that that was an achievable sum or</p> <p>22 reasonable sum.</p> <p>23 Q. So that was your estimate?</p> <p>24 A. Yes.</p>

Page 34	Page 36
<p>1 Q. The billing in the Sprint/Nextel case of</p> <p>2 Mr. Silow occurred over what period of time?</p> <p>3 A. I don't recall over what period of time.</p> <p>4 A year or two, or two years maybe.</p> <p>5 Q. The 6,905 hours was over a period of</p> <p>6 time that as you sit here today you don't recall?</p> <p>7 A. It was, it was I think two years or so.</p> <p>8 Q. Any other facts on which you based your</p> <p>9 statement regarding the "billing likely more than</p> <p>10 \$100 million in illicit fees"?</p> <p>11 A. Well, no. But you can see that it says</p> <p>12 "billing likely more than." So it's not a</p> <p>13 definitive or finite number. It was -- it reads</p> <p>14 as an estimate or a guesstimate.</p> <p>15 Q. I want to turn your attention to the</p> <p>16 next paragraph on Page 9. This paragraph broadly</p> <p>17 pertains to Mr. Silow, correct?</p> <p>18 A. It appears so, yes.</p> <p>19 Q. Okay. And if you carry over to the next</p> <p>20 page, the remainder of that paragraph on Page 10</p> <p>21 which is most of Page 10 also relates to</p> <p>22 Mr. Silow, correct?</p> <p>23 A. Yes, it appears so.</p> <p>24 Q. You state in this filing, Page 10,</p>	<p>1 read, that Alexander Silow "knew of his father's</p> <p>2 criminal activities and is likely complicit" at</p> <p>3 the time you wrote this and filed it?</p> <p>4 A. I think I answered it. The same facts</p> <p>5 that I used to inform Judge Vano that I strong --</p> <p>6 on information and belief I strongly suspected</p> <p>7 fraud in the case. Some of it's intuition, some</p> <p>8 of it's years worth of research and business</p> <p>9 dealings with said firms.</p> <p>10 Q. And with respect to Alexander Silow, is</p> <p>11 there anything else that you want to share that</p> <p>12 led to your assertion in your amicus brief?</p> <p>13 A. Yes, there is. I don't know that I can</p> <p>14 share it. Can I share discussions that were</p> <p>15 privileged with a detective who happened to know</p> <p>16 Alexander Silow and the information that he told</p> <p>17 me about Alexander Silow?</p> <p>18 Q. I don't know why that would be</p> <p>19 privileged.</p> <p>20 MR. MERRIGAN: I'm not aware of any</p> <p>21 privilege. Perhaps the detective might not</p> <p>22 be able to reveal things you said to him but</p> <p>23 I'm not aware of any other -- I'm not aware</p> <p>24 of it applying the reverse.</p>
Page 35	Page 37
<p>1 starting on Line 15, "Alexander Silow is a former</p> <p>2 Deputy District Attorney of West Chester County PA</p> <p>3 and on information and belief knew of his father's</p> <p>4 criminal activities and is likely complicit."</p> <p>5 What facts did you have at the time</p> <p>6 you wrote this in your amicus brief that Alexander</p> <p>7 Silow knew of his father's criminal activities and</p> <p>8 is likely complicit?</p> <p>9 A. I don't recall what facts I had but my</p> <p>10 instinct or intuition and the facts that I did</p> <p>11 have at the time leads me to believe even to this</p> <p>12 day, especially after the depositions were taken,</p> <p>13 that Alexander knew of his father's business</p> <p>14 dealings.</p> <p>15 Q. After the fact or at the time they were</p> <p>16 occurring?</p> <p>17 A. Both.</p> <p>18 Q. And other --</p> <p>19 A. My convictions to that statement are,</p> <p>20 are -- I am even more convinced that he knew of</p> <p>21 his father's business dealings. I mean his father</p> <p>22 is a life-long criminal.</p> <p>23 Q. On what facts do you base -- did you</p> <p>24 base your statement in this amicus that I just</p>	<p>1 BY MR. ROSENZWEIG:</p> <p>2 Q. So if you have that information,</p> <p>3 Mr. Hartleib, I'm asking for you to tell me now.</p> <p>4 A. The only thing I will tell you is I had</p> <p>5 lengthy conversations with Detective Goggins.</p> <p>6 Detective Goggins knew Alexander Silow. He worked</p> <p>7 with him and did not have a very high opinion of</p> <p>8 him.</p> <p>9 Q. And how did that lead to the assertion</p> <p>10 you made in your amicus brief that Alexander Silow</p> <p>11 knew -- and again, I want to get the language</p> <p>12 precise -- "knew of his father's criminal</p> <p>13 activities and is likely complicit"?</p> <p>14 A. Well, it says "on information and</p> <p>15 belief." It's my belief, it's my belief that he</p> <p>16 knew.</p> <p>17 Q. Okay. And what is your information that</p> <p>18 he knew?</p> <p>19 A. I just gave it to you. That's all I'm</p> <p>20 going to give you at this point in time.</p> <p>21 Q. Well, if you have more information --</p> <p>22 A. That's all I recall.</p> <p>23 Q. Okay. Well, that's adorable. It would</p> <p>24 be interesting to see how Mr. Alexander Silow</p>

10 (Pages 34 - 37)

<p style="text-align: right;">Page 38</p> <p>1 feels about that but okay.</p> <p>2 I'm going to ask you a point blank</p> <p>3 question. Do you have other information from</p> <p>4 Detective Goggins that relates to my question that</p> <p>5 you are not sharing?</p> <p>6 A. Not that I recall.</p> <p>7 MR. ROSENZWEIG: Okay. Let's move</p> <p>8 on to Tab 27, which I will mark as</p> <p>9 Hartleib-24.</p> <p>10 MR. MERRIGAN: So are you</p> <p>11 conducting discovery in this case or are you</p> <p>12 conducting discovery for Alexander Silow?</p> <p>13 MR. ROSENZWEIG: Mr. Merrigan, I am</p> <p>14 conducting discovery regarding this case, my</p> <p>15 clients. The overwhelming majority of the</p> <p>16 questions I have asked in the 99-point</p> <p>17 something percent range relate to that.</p> <p>18 MR. MERRIGAN: I am not referring</p> <p>19 to questions. I am referring --</p> <p>20 MR. ROSENZWEIG: Let me finish. I</p> <p>21 am also entitled to test your client's</p> <p>22 veracity and the wild ass assertions he has</p> <p>23 made throughout his various pleadings and</p> <p>24 statements that I think have no basis in fact</p>	<p style="text-align: right;">Page 40</p> <p>1 your musings. We are trying to get finished</p> <p>2 today.</p> <p>3 MR. ROSENZWEIG: We are also not</p> <p>4 here for you to reprimand me for an offhand</p> <p>5 comment, okay. So cut it out.</p> <p>6 (Exhibit No. Hartleib-24, Motions</p> <p>7 Hearing, was marked for identification.)</p> <p>8 BY MR. ROSENZWEIG:</p> <p>9 Q. Tab 27 which we have which we have</p> <p>10 identified as Hartleib-24. So Mr. Silow -- strike</p> <p>11 that. I apologize.</p> <p>12 A. Ouch. That hurt.</p> <p>13 Q. That was really inadvertent.</p> <p>14 A. I understand.</p> <p>15 Q. That was not in any way purposeful.</p> <p>16 A. I understand.</p> <p>17 Q. So just turn your attention to that</p> <p>18 document, please.</p> <p>19 A. Yes, I'm here.</p> <p>20 Q. In that exhibit, which is a transcript</p> <p>21 of the hearing before Judge Davis in CenturyLink,</p> <p>22 let me turn your exact attention, I believe it's</p> <p>23 Page 41 starting on Line 24.</p> <p>24 A. Yes.</p>
<p style="text-align: right;">Page 39</p> <p>1 whatsoever.</p> <p>2 MR. MERRIGAN: I am referring --</p> <p>3 MR. ROSENZWEIG: So I am allowed to</p> <p>4 ask that question because I think it tests</p> <p>5 his credibility.</p> <p>6 MR. MERRIGAN: I'm not referring to</p> <p>7 any questions you have asked. I'm referring</p> <p>8 to your statement that is on the record I</p> <p>9 believe as to how you believe it would be</p> <p>10 interesting to see how Alexander Silow feels</p> <p>11 about Mr. Hartleib's testimony which suggests</p> <p>12 that you plan on informing him.</p> <p>13 MR. ROSENZWEIG: I -- no. I was</p> <p>14 musing that it would be interesting to know.</p> <p>15 MR. MERRIGAN: All right. Well, we</p> <p>16 are not here for your musing. Ask him</p> <p>17 questions.</p> <p>18 MR. ROSENZWEIG: I don't represent</p> <p>19 Alexander Silow in any capacity. I have not</p> <p>20 spoken to Alexander Silow once, not once.</p> <p>21 The only time I have ever laid eyes on or</p> <p>22 heard words from Alexander Silow is when he</p> <p>23 testified under oath in this case. So --</p> <p>24 MR. MERRIGAN: We are not here for</p>	<p style="text-align: right;">Page 41</p> <p>1 Q. And this carries over to Page 42. You</p> <p>2 say to Judge Davis, and I can read it verbatim,</p> <p>3 but essentially that "if the firms would like to</p> <p>4 give me" -- this is you speaking -- "a list of</p> <p>5 their forthcoming cases in which they are seeking</p> <p>6 leave, I could be certain to notify everybody</p> <p>7 timely and I wouldn't have to prepare, stay up all</p> <p>8 night, all weekend long, to try to draft an amicus</p> <p>9 brief and get it to the Court."</p> <p>10 Do you see that?</p> <p>11 A. Yes.</p> <p>12 Q. Did I read that accurately?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. Why did you want a list of</p> <p>15 forthcoming cases from the firms involved in the</p> <p>16 CenturyLink matter?</p> <p>17 A. I am going from memory but as I recall,</p> <p>18 I don't believe that everyone was served. Like I</p> <p>19 said, this was a particularly confusing or</p> <p>20 complicated case because of all of the multi</p> <p>21 jurisdictions that cases were filed in. And I</p> <p>22 tried to serve the parties appropriately because</p> <p>23 it's not right to blindside people with pleadings</p> <p>24 or counsel with pleadings. So someone was</p>

11 (Pages 38 - 41)

<p style="text-align: right;">Page 42</p> <p>1 complaining that they hadn't received service</p> <p>2 correctly or promptly and I was saying if they</p> <p>3 wanted to provide me a list of forthcoming cases I</p> <p>4 would be able to serve them more expeditiously.</p> <p>5 Q. Because it was your intention to file</p> <p>6 amicus briefs in every one of those cases in which</p> <p>7 they were going to appear?</p> <p>8 A. No, that's -- you're putting words in my</p> <p>9 mouth.</p> <p>10 Q. Well, I'm asking. There was a question</p> <p>11 mark at the end of that.</p> <p>12 A. Oh. No, I don't believe that was my</p> <p>13 intent.</p> <p>14 Q. Well, what was your purpose in wanting</p> <p>15 to know what their forthcoming cases were?</p> <p>16 MR. MERRIGAN: Objection; asked and</p> <p>17 answered.</p> <p>18 You can answer again, Michael.</p> <p>19 A. Yeah, I think that it was during the</p> <p>20 hearing there were contentious comments being made</p> <p>21 and I think it was a response to contentious</p> <p>22 comments that were being made. I think it was</p> <p>23 kind of a snide comment on my part countering</p> <p>24 contentious comments that were directed my way, if</p>	<p style="text-align: right;">Page 44</p> <p>1 when you made that statement that Rob Weiser</p> <p>2 and the Weiser Law Firm knew prior to 2017</p> <p>3 that Silow had been disbarred?")</p> <p>4 A. I can't answer that as a yes or a no.</p> <p>5 BY MR. ROSENZWEIG:</p> <p>6 Q. What did you mean by "I know for a fact</p> <p>7 that the Weiser firm knew who Mr. Silow was"?</p> <p>8 A. That I can answer.</p> <p>9 Q. Please do.</p> <p>10 A. Okay. He knew.</p> <p>11 Q. Who is he?</p> <p>12 A. Mr. Weiser knew that Mr. Silow was</p> <p>13 Jeffrey Silow, not Alexander Silow. He knew that</p> <p>14 he was Jeffrey Silow, not Alexander Silow. He</p> <p>15 hired him as Jeffrey Silow. The resume from</p> <p>16 Abelson proves that. He was never barred in</p> <p>17 Pennsylvania as was put forth in the case in</p> <p>18 Kansas. He was disbarred in 1987 from</p> <p>19 Pennsylvania. So when Mr. Weiser, et al. hired</p> <p>20 Mr. Silow, he was never barred in Pennsylvania.</p> <p>21 So you keep asking me to say that</p> <p>22 he knew that he was disbarred. He never hired him</p> <p>23 as barred in Pennsylvania. He was never barred in</p> <p>24 Pennsylvania under your client's employ.</p>
<p style="text-align: right;">Page 43</p> <p>1 I recollect correctly.</p> <p>2 BY MR. ROSENZWEIG:</p> <p>3 Q. Let me turn your attention to Page 43,</p> <p>4 please. You told Judge Davis, "I know for a fact</p> <p>5 that the Weiser firm knew who Mr. Silow was and</p> <p>6 that will come out, you know, during the course of</p> <p>7 litigation."</p> <p>8 Do you see that?</p> <p>9 A. Yes.</p> <p>10 Q. Did I read that accurately?</p> <p>11 A. You did.</p> <p>12 Q. Okay. So in the context of that</p> <p>13 statement --</p> <p>14 A. Yes.</p> <p>15 Q. -- did you believe when you made that</p> <p>16 statement that Rob Weiser and the Weiser Law Firm</p> <p>17 knew prior to 2017 that Silow had been disbarred?</p> <p>18 A. That's not what I say here.</p> <p>19 Q. I asked a question. You can answer it.</p> <p>20 Go ahead.</p> <p>21 MR. MERRIGAN: Can you read back</p> <p>22 the question, please?</p> <p>23 (The record was read by the</p> <p>24 reporter as requested: "Q. Did you believe</p>	<p style="text-align: right;">Page 45</p> <p>1 And this says that he knew exactly</p> <p>2 who he was, that he knew who he was. And I always</p> <p>3 said that once you saw who was being paid and who</p> <p>4 the tax documents were made out to, it would prove</p> <p>5 irrefutably that he knew who he was, which it did.</p> <p>6 He was Jeffrey Silow.</p> <p>7 Q. You state also on the same page of the</p> <p>8 transcript, Page 43, to Judge Davis, "These firms,</p> <p>9 when these firms are up to no good, when they are</p> <p>10 billing illusory hours -- you know, if I had 30</p> <p>11 minutes with Your Honor in chambers I could give</p> <p>12 Your Honor a lot more information."</p> <p>13 Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. Did you ever have 30 minutes with Judge</p> <p>16 Davis in chambers?</p> <p>17 A. No, unfortunately not.</p> <p>18 Q. Okay. So that was your statement but</p> <p>19 Judge Davis never took you up on that?</p> <p>20 A. That's correct.</p> <p>21 Q. Okay. You later -- let me turn your</p> <p>22 attention to Page 47. On Page 47, Mr. Hartleib,</p> <p>23 you invite Mr. Aguilar of the Robbins Arroyo firm</p> <p>24 to sue you.</p>

12 (Pages 42 - 45)

<p style="text-align: right;">Page 46</p> <p>1 Now, that's -- those are my words, 2 those are not the words you used. Are you 3 comfortable with those words or should I just read 4 what you said into the record? 5 A. Let's read what I said. 6 Q. You said, "I have asked Mr. Aguilar on 7 numerous occasions if they would like to sue me, I 8 will waive service. I am perfectly happy for 9 you -- if you want to commence an action, then I 10 will get the discovery." 11 Did I read that correctly? 12 A. Yes, correct. 13 Q. Okay. What discovery were you referring 14 to when you referred to that in this transcript? 15 A. It's a very broad breath of discovery. 16 It's wide. I would start with Doris and Steven 17 Stare. I would start with Mr. Kerrigan. These 18 are serial plaintiffs that I believe were paid by 19 the law firms to be plaintiffs, for example. 20 Q. Okay. And just excuse me for one 21 second. You say by the law -- I heard by the law 22 firms. I was asking about Robbins Arroyo. So did 23 you intend to use the plural? 24 A. Probably.</p>	<p style="text-align: right;">Page 48</p> <p>1 statement in the transcript. 2 A. I can't say that. 3 BY MR. ROSENZWEIG: 4 Q. Okay. How about the statement you made 5 now where you referred to law firms, were you 6 including Rob Weiser and the Weiser Law Firm in 7 that plural? 8 A. I guess I would include the Weiser Law 9 Firm in that statement now. 10 Q. On what basis or facts would you? 11 A. The relationship that the Weiser firm 12 has with the Robbins firm or the number of cases 13 that the Weiser firm has been involved with in 14 the -- you know, with the Robbins firm. 15 Q. Okay. 16 A. So Phil, like I said, if one 17 plaintiff -- if there's a problem with one 18 plaintiff, there's four other cases filed with 19 different plaintiffs. I have witnessed this over 20 the course of the last 15 years: One plaintiff is 21 dirty or corrupt, one plaintiff doesn't own stock 22 in the company, they are not a valid plaintiff, 23 they lack standing, one plaintiff may be a serial 24 plaintiff that's been admonished by Judge Cote in</p>
<p style="text-align: right;">Page 47</p> <p>1 Q. Okay. So what other law firms are we 2 referring to? 3 MR. MERRIGAN: Same advice I had 4 given you yesterday. 5 A. Yes, I would just say that other -- you 6 know, we call them law firms, right. But it may 7 be a one-man show and there may be a couple of 8 one-man shows that were involved in the Sprint 9 litigation that would be included in the law 10 firms. 11 Q. Okay. Would Rob Weiser and the Weiser 12 Law Firm be included in the law firms to which you 13 referred? 14 A. I don't know. It would depend on where 15 discovery led. 16 Q. Okay. But as you said that statement, 17 you weren't intending it to be Rob Weiser and the 18 Weiser Law Firm, were you? 19 MR. MERRIGAN: This statement in 20 the transcript? 21 MR. ROSENZWEIG: Yes. 22 MR. MERRIGAN: Or the statement 23 that he just made? 24 MR. ROSENZWEIG: No, no, no, the</p>	<p style="text-align: right;">Page 49</p> <p>1 the Eastern District of New York, one plaintiff 2 may be a plaintiff that was barred from being 3 any -- in any lead role or a representative 4 plaintiff in any case because it was deemed they 5 were a serial plaintiff and not qualified to do 6 so. All of these things are linked to these 7 firms. 8 Q. Okay. And what is your purpose or what 9 would your purpose have been in getting that 10 discovery had Robbins Arroyo sued you? 11 A. To once and for all expose the 12 corruption that is rife throughout derivative 13 litigation, the abuse of process that occurs by 14 lawyer driven litigation that does nothing but 15 line the pockets of said lawyers and does little 16 to nothing to benefit the corporation of which the 17 case is allegedly filed on behalf of in the first 18 instance. 19 Q. Would you consider that mission kind of 20 a personal request? 21 MR. MERRIGAN: Objection. 22 But you can answer. 23 A. It's something that I have had -- yes, 24 that I, I have, I have been a victim of this on</p>

13 (Pages 46 - 49)

<p style="text-align: right;">Page 50</p> <p>1 multiple occasions. It first started with Sirius</p> <p>2 XM, a very large holding that I had a substantial</p> <p>3 sum of money in. I was a victim of this by the</p> <p>4 Robbins Arroyo and Fink firm. That's how this was</p> <p>5 uncovered by me and it's continued unabated for</p> <p>6 decades now.</p> <p>7 MR. ROSENZWEIG: All right. Mr.</p> <p>8 Hartleib, can we look at Tab 36 which I'm</p> <p>9 going to mark as Hartleib-25?</p> <p>10 (Exhibit No. Hartleib-25, 2/22/18</p> <p>11 E-Mail, was marked for identification.)</p> <p>12 BY MR. ROSENZWEIG:</p> <p>13 Q. Tell me when you have had an opportunity</p> <p>14 to look at that.</p> <p>15 A. I have looked at it.</p> <p>16 Q. Great. Can you tell me what Hartleib-25</p> <p>17 is?</p> <p>18 A. It appears to be an e-mail to Cathy</p> <p>19 Abelson --</p> <p>20 Q. Okay.</p> <p>21 A. -- drafted by me to Cathy.</p> <p>22 Q. Okay. To the best of your recollection,</p> <p>23 is this an e-mail you sent to Ms. Abelson?</p> <p>24 A. Yes.</p>	<p style="text-align: right;">Page 52</p> <p>1 Q. From her?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. You state in this e-mail, "Their</p> <p>4 actions in this case are truly unconscionable."</p> <p>5 Do you see that?</p> <p>6 A. Yes.</p> <p>7 Q. Who is "their"?</p> <p>8 A. The parties in the Sprint litigation in</p> <p>9 Kansas, the attorneys, the plaintiff, local</p> <p>10 counsel.</p> <p>11 Q. Okay. And --</p> <p>12 A. The whole enterprise.</p> <p>13 Q. And so -- and the case to which you</p> <p>14 refer is Sprint/Nextel derivative litigation?</p> <p>15 A. Correct.</p> <p>16 Q. And which specific actions are you</p> <p>17 referring to?</p> <p>18 A. All of them.</p> <p>19 Q. All of the things you have described</p> <p>20 over the course of this deposition?</p> <p>21 A. Yes, all of the personal attacks on me,</p> <p>22 the fraudulent billing, the perjurious</p> <p>23 declarations.</p> <p>24 Q. You say, "Sadly this is just the tip of</p>
<p style="text-align: right;">Page 51</p> <p>1 Q. From you to Cathy Abelson. It also</p> <p>2 looks like it's copied to you. Is there a reason</p> <p>3 that it's copied to you if it's sent by you?</p> <p>4 A. Yeah, I often copied myself so I get it</p> <p>5 on multiple devices.</p> <p>6 Q. Okay. And it's February 22, 2018,</p> <p>7 9:18 p.m., correct?</p> <p>8 A. Correct.</p> <p>9 Q. Okay. And so did you send this e-mail</p> <p>10 to Ms. Abelson?</p> <p>11 A. I believe so, yes.</p> <p>12 Q. Okay. Had you already spoken to Joyce</p> <p>13 Feinstein when you sent Ms. Abelson this e-mail?</p> <p>14 A. I don't recall. I did speak with a</p> <p>15 Joyce Feinstein but I don't know if it was prior</p> <p>16 to or after this e-mail.</p> <p>17 Q. Okay. And what was the impetus for you</p> <p>18 e-mailing Ms. Abelson?</p> <p>19 A. To advise her of what transpired in the</p> <p>20 Sprint case and to continue to gather information.</p> <p>21 Q. Okay. And why did you contact her?</p> <p>22 A. To provide her with information as to</p> <p>23 what transpired in the Sprint case in Kansas and</p> <p>24 to obtain any information that I could obtain.</p>	<p style="text-align: right;">Page 53</p> <p>1 the iceberg."</p> <p>2 What did you mean by that?</p> <p>3 A. What I meant by that is this is</p> <p>4 something that I believe goes on on a daily basis</p> <p>5 with little to no oversight.</p> <p>6 Q. In derivative cases of all kinds</p> <p>7 throughout the country?</p> <p>8 A. Yeah. I'm not saying that there isn't a</p> <p>9 derivative case where there's meaningful relief</p> <p>10 obtained. But the majority of them are</p> <p>11 problematic.</p> <p>12 Q. Once again you refer to the "criminal</p> <p>13 enterprise, plaintiff's criminal enterprise,"</p> <p>14 meaning the Weiser firm and Rob Weiser.</p> <p>15 Specifically tell me what you meant by that.</p> <p>16 A. I think I have already described what I</p> <p>17 believe a criminal enterprise is.</p> <p>18 Q. Okay. But --</p> <p>19 A. Somebody that does nefarious things,</p> <p>20 works with others and does it to commit fraud or</p> <p>21 defraud or overbill or use plaintiffs that are not</p> <p>22 qualified, use the judicial system for purposes</p> <p>23 that are not just or righteous, an abusive</p> <p>24 process.</p>

14 (Pages 50 - 53)

<p style="text-align: right;">Page 54</p> <p>1 Q. I agree with you that you have testified 2 about that previously. But I'm asking you 3 specifically about your use of the term "criminal 4 enterprise" in this e-mail. You mean the same 5 thing? 6 A. I just answered it. 7 Q. Okay. I believe you say, second 8 paragraph, "I am hopeful that we can work together 9 and facilitate a cross-complaint against the 10 Weiser firm." 11 A. Yes. 12 Q. What did you mean by that? 13 A. That I would have been interested in 14 commencing a cross-complaint with them if they had 15 information that would prove that the Weiser firm 16 knew exactly who Alexander Silow was. 17 Q. A cross-complaint in what? What did you 18 mean by the term cross-complaint? 19 A. I don't know why I used the term 20 "cross-complaint." Maybe I knew of a suit that 21 had already been filed by your client against 22 Abelson. I would expect that would be the reason 23 I would have used cross-complaint because I know 24 what a cross-complaint is. So maybe at that time,</p>	<p style="text-align: right;">Page 56</p> <p>1 that. 2 MR. ROSENZWEIG: I'm going to turn 3 your attention to Tab 35, which I'm going to 4 mark as Hartleib-26. 5 (Exhibit No. Hartleib-26, E-Mail 6 Chain, was marked for identification.) 7 BY MR. ROSENZWEIG: 8 Q. And I'm going to ask you to take a look 9 at it. 10 A. Yes, I see it. 11 Q. It's a three-page document. Is this an 12 e-mail that you sent to Joyce Feinstein? 13 A. Yes. 14 Q. February 24, 2018, 4:31 p.m.? 15 A. Yes, yes, it appears so. 16 Q. And actually let me restate that. Is it 17 an -- it's a three-page document, e-mail chain, 18 that if you start at the back on the third page 19 it's an e-mail from Joyce Feinstein to you 20 February 23, 2018, 9:23 a.m. 21 Did you receive that e-mail from 22 Joyce Feinstein? 23 A. Yes, it appears I did. 24 Q. Okay. And then on February 24, 2018 at</p>
<p style="text-align: right;">Page 55</p> <p>1 I don't know, that maybe your clients already sued 2 Abelson. They were suing everyone. They sued 3 Silow, they sued Abelson, they sued former 4 partners. I mean they sued everyone to try to 5 silence everybody. 6 Q. Why do you think a public lawsuit is a 7 means of silencing? 8 A. Because when we try to get discovery 9 from you on everything it's all protected because 10 it was product of the course of litigation. So 11 you denied access to virtually everything. 12 Q. What did you mean in this e-mail when 13 you say, "I know where the bodies are buried and 14 intend to dig them up"? 15 A. It was just an overall statement. 16 Q. Meaning what? 17 A. Meaning that I think there's a lot more 18 to uncover. Not solely directed at your client's 19 firm. 20 Q. Were you communicating with Ms. Abelson 21 about any other firm? 22 A. Like I said, Phil, I believe that all of 23 these firms act as one, and if we would have 24 gotten the e-mails I think we could have proved</p>	<p style="text-align: right;">Page 57</p> <p>1 3:30 a.m. you responded to Ms. Feinstein? 2 A. Yes. 3 Q. Then Ms. Abelson responded to you on 4 Saturday, February 24, 2018 at 4:54 a.m., correct? 5 A. Yes, it appears so. 6 Q. Okay. And did you receive that e-mail? 7 A. Yes. But if you, if you, if you look at 8 that e-mail, I don't think that e-mail was 9 intended for me. Ms. Abelson appears to be 10 reaching out to someone else but inadvertently 11 sent the e-mail to me. So if you look at my 12 response to Joyce, I let Joyce know that it 13 appears Cathy inadvertently sent that e-mail to 14 me. 15 Q. Do you believe that Cathy intended to 16 send that e-mail to Joyce? 17 A. I don't know who she -- I don't know. 18 She was sending it to someone. I don't know who. 19 Q. Okay. And then when you respond to 20 Joyce Feinstein on Saturday, February 24, 2018 at 21 4:31 p.m. you did not copy Cathy, correct? 22 A. Doesn't appear that I did, no. 23 Q. Okay. What do you recall about your 24 conversation with Ms. Feinstein which you have</p>

15 (Pages 54 - 57)

<p style="text-align: right;">Page 58</p> <p>1 testified occurred?</p> <p>2 A. I recall that she told me that your</p> <p>3 clients knew, quote/unquote, "exactly who</p> <p>4 Mr. Silow was."</p> <p>5 Q. Okay. And did you ask her what she</p> <p>6 meant by that?</p> <p>7 A. Probably.</p> <p>8 Q. Do you recall what she said?</p> <p>9 A. No.</p> <p>10 Q. And what was your purpose in engaging</p> <p>11 Ms. Feinstein in the conversation in the first</p> <p>12 place?</p> <p>13 A. To provide her with the information of</p> <p>14 what transpired in the Sprint case in Kansas and</p> <p>15 to get whatever information I could get regarding</p> <p>16 Mr. Silow.</p> <p>17 Q. Did you have one single conversation</p> <p>18 with Ms. Feinstein or more than one?</p> <p>19 A. If I recall, I had two, a minimum of</p> <p>20 two. And I don't recall if I ever spoke with</p> <p>21 Cathy. But they, they were careful as to what was</p> <p>22 being said. I recall that. They initially</p> <p>23 expressed some interest in hearing what I had to</p> <p>24 say. Then I believe they lawyered up. I believe</p>	<p style="text-align: right;">Page 60</p> <p>1 witness but --</p> <p>2 MR. MERRIGAN: But let me argue</p> <p>3 with the witness.</p> <p>4 MR. ROSENZWEIG: No, no, no. But</p> <p>5 I'm trying to clarify without asking 15 more</p> <p>6 questions.</p> <p>7 BY MR. ROSENZWEIG:</p> <p>8 Q. Affirmative knowledge of a disbarred</p> <p>9 status is different from not being barred, is it</p> <p>10 not?</p> <p>11 A. Sure. But in the resume he was never --</p> <p>12 there's no -- I don't believe there's any mention</p> <p>13 of his bar status in Pennsylvania.</p> <p>14 Q. Let me make it easy. Did you have any</p> <p>15 conversation with Ms. Feinstein or Ms. Abelson of</p> <p>16 any kind in which Silow being disbarred was</p> <p>17 discussed?</p> <p>18 A. Yes.</p> <p>19 Q. Okay.</p> <p>20 A. That was the topic of the discussion.</p> <p>21 Q. Him being disbarred?</p> <p>22 A. The -- it was known, if I remember</p> <p>23 correctly -- I would have to -- we would have to</p> <p>24 go back and look at these dates and when the</p>
<p style="text-align: right;">Page 59</p> <p>1 that they wanted to speak to counsel and I believe</p> <p>2 that counsel instructed them not to speak with me.</p> <p>3 That's my opinion.</p> <p>4 Q. Okay. Did Ms. Feinstein say anything</p> <p>5 else to you about Rob Weiser or the Weiser Law</p> <p>6 Firm with regard to Mr. Silow other than what you</p> <p>7 have testified about?</p> <p>8 A. She strongly intimated that -- I left</p> <p>9 that conversation more convinced than ever that</p> <p>10 your clients knew who Mr. Silow was and his</p> <p>11 background.</p> <p>12 Q. And what do you mean by "his</p> <p>13 background"?</p> <p>14 A. His background.</p> <p>15 Q. That he was disbarred in Pennsylvania?</p> <p>16 A. He was never presented as barred in</p> <p>17 Pennsylvania when Abelson presented him to your</p> <p>18 clients.</p> <p>19 Q. That's not what I asked.</p> <p>20 A. Well, I know. But I can't answer a</p> <p>21 question if he wasn't -- you're asking me a</p> <p>22 question that's impossible to answer.</p> <p>23 Q. Oh, I don't think so because -- and</p> <p>24 Mr. Merrigan, I'm not going to argue with the</p>	<p style="text-align: right;">Page 61</p> <p>1 revelation came out that Mr. Silow was disbarred.</p> <p>2 When your client wrote the letter to Mr. Shema,</p> <p>3 Douglas Shema of the Appellate Court and to Judge</p> <p>4 Vano I believe that these calls were after because</p> <p>5 I was inquiring additional information. In fact,</p> <p>6 I'm certain they were after because that's when</p> <p>7 the resume was sent with those letters. I didn't</p> <p>8 know about Abelson until your clients provided the</p> <p>9 Courts with that resume.</p> <p>10 Q. February of 2017 were those letters.</p> <p>11 A. Okay.</p> <p>12 Q. Okay. And they are in the record.</p> <p>13 A. Right.</p> <p>14 Q. And they have been introduced.</p> <p>15 A. Yeah. I don't just don't memorize the</p> <p>16 dates. It's a lot to keep track of.</p> <p>17 Q. I'm just telling you.</p> <p>18 A. You're better than I am to remember</p> <p>19 those dates.</p> <p>20 Q. Perhaps.</p> <p>21 A. Let's not get too carried away, but</p> <p>22 okay.</p> <p>23 Q. I left it at perhaps, okay.</p> <p>24 And the e-mails that are</p>

16 (Pages 58 - 61)

Page 62	Page 64
<p>1 Hartleib-26 are February of 2018?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. So what I'm trying to understand</p> <p>4 is what about Silow being disbarred as opposed to</p> <p>5 not an active member of the Pennsylvania Bar did</p> <p>6 you discuss with Joyce Feinstein or Cathy Abelson?</p> <p>7 A. I don't recall the specific details of</p> <p>8 the conversation but we discussed his status, his</p> <p>9 bar status, we discussed everything that</p> <p>10 transpired in Kansas. And I was led to believe by</p> <p>11 not Cathy, by Joyce because I don't believe I ever</p> <p>12 spoke to Cathy directly -- I don't think I did.</p> <p>13 But I spoke to Joyce on I believe two occasions</p> <p>14 and I left that call more convinced than ever that</p> <p>15 your clients knew about his bar status.</p> <p>16 Q. And I'm going to ask one more time if</p> <p>17 you can recall specifically what Ms. Feinstein</p> <p>18 said that led you to that conclusion or feeling.</p> <p>19 A. She was careful about what she was</p> <p>20 saying. Like I testified to earlier, she didn't</p> <p>21 come right out and say a specific thing. She</p> <p>22 danced around things. It's what she didn't say</p> <p>23 when I asked questions, et cetera, et cetera. The</p> <p>24 end of the conversation I was more convinced than</p>	<p>1 Q. What -- how do you define a professional</p> <p>2 plaintiff? Or better yet. How did you define a</p> <p>3 professional plaintiff in 2018 when you sent this</p> <p>4 e-mail to Ms. Feinstein?</p> <p>5 A. I would defer you to Jessica Erickson's</p> <p>6 Law Journal publication. She's Associate Dean of</p> <p>7 Richmond School of Law I believe now. That will</p> <p>8 give you a lot of the answers there.</p> <p>9 But plaintiffs like Steven Stare,</p> <p>10 Doris Stare, now these were serial plaintiffs that</p> <p>11 were in many, many, many cases for some of the</p> <p>12 firms involved in the Sprint litigation in Kansas.</p> <p>13 Now, after so much attention has</p> <p>14 been brought to these serial plaintiffs there is a</p> <p>15 new type serial plaintiff now which are in the</p> <p>16 form of LLCs. There have been LLCs set up for the</p> <p>17 sole purpose of facilitating litigation, meaning</p> <p>18 it's illegal to pay a plaintiff to be a plaintiff.</p> <p>19 But if a law firm sets up an LLC, buys stock in</p> <p>20 many, many companies, puts someone in charge of</p> <p>21 that LLC, they have a built-in plaintiff. Any</p> <p>22 time there's an issue with the company they run to</p> <p>23 that LLC.</p> <p>24 I did articles called Litigation</p>
Page 63	Page 65
<p>1 ever that -- and she led me to believe that your</p> <p>2 clients were -- had full knowledge of his bar</p> <p>3 status and exactly who he was which is probably</p> <p>4 the reason your clients could get away with paying</p> <p>5 him \$35 an hour for document review when they paid</p> <p>6 everybody else 300.</p> <p>7 Q. Well, how do you know that, Mr. --</p> <p>8 A. Through discovery.</p> <p>9 Q. I think that that's not correct.</p> <p>10 The next question is in your e-mail</p> <p>11 to Joyce Feinstein at 3:35 a.m. on February 24,</p> <p>12 2018 you -- I'm going to characterize this and you</p> <p>13 can tell me if I am incorrect. You are upset that</p> <p>14 Ms. Feinstein called you a professional plaintiff,</p> <p>15 correct?</p> <p>16 A. Yes.</p> <p>17 Q. And I believe you responded -- this is a</p> <p>18 characterization so you will tell me if you</p> <p>19 disagree. It's a very lengthy e-mail -- by</p> <p>20 telling -- you respond by telling Ms. Feinstein</p> <p>21 that you have worked for the last ten years</p> <p>22 fighting the use of professional plaintiffs,</p> <p>23 correct?</p> <p>24 A. Yes.</p>	<p>1 Kennels where you have plaintiffs well fed, well</p> <p>2 kept, that are at your beck and call that you</p> <p>3 cherry-pick from when a case comes to be so that</p> <p>4 you can be first to file. The nefarious part of</p> <p>5 all of that, despite what I just described, is the</p> <p>6 party that runs the LLC keeps the million dollars</p> <p>7 or the money that was used to purchase those</p> <p>8 shares in the first instance. So that's the same</p> <p>9 thing as paying a plaintiff to be involved in</p> <p>10 litigation.</p> <p>11 Q. I'm waiting for you to tell me you are</p> <p>12 finished.</p> <p>13 MR. MERRIGAN: Does he have to tell</p> <p>14 you at the end of every question or could he</p> <p>15 stop talking when finished?</p> <p>16 MR. ROSENZWEIG: Well, that's an</p> <p>17 adorable comment, too, Mr. Merrigan. Mr.</p> <p>18 Hartleib sometimes pauses, thinks and</p> <p>19 continues. So I did not take that to</p> <p>20 necessarily be a natural break or end in his</p> <p>21 response.</p> <p>22 BY MR. ROSENZWEIG:</p> <p>23 Q. Mr. Hartleib, are you finished with that</p> <p>24 answer?</p>

17 (Pages 62 - 65)

Page 66	Page 68
<p>1 A. Yes.</p> <p>2 Q. Okay. I'm just looking to turn your</p> <p>3 attention to a specific quote. In your e-mail to</p> <p>4 Joyce Feinstein that we have been referring to you</p> <p>5 state -- and I can draw your attention to the</p> <p>6 second page, third full paragraph, second line.</p> <p>7 "I tell people all the time that I have a</p> <p>8 personality disorder which prevents me from</p> <p>9 attempting to right a wrong and exposing</p> <p>10 injustice."</p> <p>11 Do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. What does that mean?</p> <p>14 A. Well, I think it's kind of tongue in</p> <p>15 cheek but it's kind of clear. Like I can't -- I</p> <p>16 have always been someone that can't look at</p> <p>17 injustice and look away. I try to rectify the</p> <p>18 wrongs that I see in my life.</p> <p>19 Q. But you say the personality disorder</p> <p>20 "which prevents me from attempting to right a</p> <p>21 wrong." I'm trying to understand what you mean by</p> <p>22 that. That seems to be the contrary of exactly</p> <p>23 what --</p> <p>24 A. Yeah, it sounds like it was a typo and</p>	<p>1 wanted to help cause the demise of the Weiser Law</p> <p>2 Firm?</p> <p>3 A. Well, I think I have said this before.</p> <p>4 Anything that I would do to help cause the demise</p> <p>5 of the Weiser Law Firm pales in comparison to what</p> <p>6 your clients were doing on their own. Like I</p> <p>7 didn't invent this stuff, Phil. I'm just a</p> <p>8 shareholder in Sprint. I want my interests</p> <p>9 protected. I didn't, I didn't hire Mr. Silow. I</p> <p>10 didn't create this whole situation, your clients</p> <p>11 did.</p> <p>12 Q. But you viewed it as your mission to</p> <p>13 help cause the demise of the Weiser Law Firm as</p> <p>14 opposed to any other law firm?</p> <p>15 MR. MERRIGAN: Objection.</p> <p>16 But you can answer.</p> <p>17 BY MR. ROSENZWEIG:</p> <p>18 Q. Correct?</p> <p>19 A. It wasn't -- it's not just -- I</p> <p>20 testified to this numerous times. It isn't</p> <p>21 specific to Mr. Weiser or the Weiser Law Firm. It</p> <p>22 is the lawyer driven derivative litigation. You</p> <p>23 know the issues I have had with the Robbins firm.</p> <p>24 They were, they were, they were just as severe as</p>
Page 67	Page 69
<p>1 poorly written. This was written kind of in haste</p> <p>2 I believe. So it prevents me from not attempting</p> <p>3 to right a wrong.</p> <p>4 Q. Okay. That's what you intended to say?</p> <p>5 A. Yes. I didn't realize that it was</p> <p>6 poorly written.</p> <p>7 Q. What was your motivation in offering to</p> <p>8 help Ms. Feinstein defend the Weiser firm's suit</p> <p>9 against Abelson?</p> <p>10 A. Because I thought I could glean</p> <p>11 information and it was the right thing to do I</p> <p>12 thought at the time.</p> <p>13 Q. And similarly, why did you offer to help</p> <p>14 Abelson file a, I think you called it a</p> <p>15 cross-complaint or a countersuit against the</p> <p>16 Weiser Law Firm?</p> <p>17 A. Same answer.</p> <p>18 Q. You state in this e-mail that you wanted</p> <p>19 to help cause "the demise of the Weiser Law Firm."</p> <p>20 Why?</p> <p>21 A. Probably because I was being attacked</p> <p>22 viciously at the time.</p> <p>23 Q. So is it fair to say that when you wrote</p> <p>24 that that's exactly what your intentions were, you</p>	<p>1 the issues that I have had with your client's</p> <p>2 firm. I just happened to get a good judge in</p> <p>3 Kansas that listened to what I had to say.</p> <p>4 Q. Okay. But you didn't talk Ms. Feinstein</p> <p>5 about other law firms. You talked about the</p> <p>6 demise of the Weiser Law Firm.</p> <p>7 A. Yeah, I don't recall, like I said, the</p> <p>8 details of the conversation that I had with</p> <p>9 Ms. Feinstein. I am sure that we talked about the</p> <p>10 problems with other firms in the case and that</p> <p>11 this is something that is rife throughout the</p> <p>12 derivative litigation, you know, the plaintiff's</p> <p>13 bar regarding derivative litigation.</p> <p>14 Q. You also write to Ms. Feinstein, "As for</p> <p>15 my motive, it is the same as yours. I have been</p> <p>16 screwed over by said firms on multiple occasions."</p> <p>17 So, Mr. Hartleib, was vengeance</p> <p>18 against the Weiser Law Firm your motive here?</p> <p>19 MR. MERRIGAN: Objection.</p> <p>20 But you can answer.</p> <p>21 A. No.</p> <p>22 BY MR. ROSENZWEIG:</p> <p>23 Q. What was your motive?</p> <p>24 A. Truth, justice.</p>

18 (Pages 66 - 69)

<p style="text-align: right;">Page 70</p> <p>1 Q. And in your --</p> <p>2 A. Reform.</p> <p>3 Q. And in your personal judgment those</p> <p>4 motives were served by the demise of the Weiser</p> <p>5 Law Firm?</p> <p>6 MR. MERRIGAN: Objection.</p> <p>7 But you can answer.</p> <p>8 BY MR. ROSENZWEIG:</p> <p>9 Q. I will withdraw the question and ask</p> <p>10 this. So based upon your own stated motives,</p> <p>11 which you just testified about, you thought it</p> <p>12 appropriate to offer to help cause the demise of</p> <p>13 the Weiser Law Firm?</p> <p>14 MR. MERRIGAN: Objection.</p> <p>15 But you can answer.</p> <p>16 A. I thought if we could expose everything</p> <p>17 that transpired in Kansas with whatever</p> <p>18 information that they had it could lead to reform.</p> <p>19 If that led to the demise of the Weiser Law Firm,</p> <p>20 et al., amongst others, right, then that would</p> <p>21 be -- I mean it would be a consequence of their</p> <p>22 actions, not mine.</p> <p>23 Like I'm just using the facts that</p> <p>24 transpired in Kansas. I have never once done</p>	<p style="text-align: right;">Page 72</p> <p>1 A. Mr. Silow for one. And I didn't know at</p> <p>2 the time who else but there's the possibility that</p> <p>3 others may not practice law. There was the</p> <p>4 possibility, depending on what was discovered,</p> <p>5 that others may not practice law either or there</p> <p>6 would be consequences from, you know, their bar.</p> <p>7 Q. Did Ms. Feinstein ever reply to your</p> <p>8 last February 24, 2018, 4:31 p.m. e-mail?</p> <p>9 A. I don't recall.</p> <p>10 Q. Okay. Did Ms. Abelson reply to that</p> <p>11 e-mail -- I'm sorry, strike that -- to the last</p> <p>12 e-mail you sent?</p> <p>13 A. Is the last e-mail the e-mail that we</p> <p>14 were just going over?</p> <p>15 Q. No. So the last e-mail with Joyce</p> <p>16 Feinstein was at the 4:31 p.m. mark.</p> <p>17 A. I see, yes.</p> <p>18 Q. Would you agree that that's the top of</p> <p>19 this document?</p> <p>20 A. Yes.</p> <p>21 Q. And it's just between you and</p> <p>22 Ms. Feinstein.</p> <p>23 A. Yes.</p> <p>24 Q. And I asked you about the lack of copy</p>
<p style="text-align: right;">Page 71</p> <p>1 anything that isn't using the facts of the case.</p> <p>2 The facts are the facts.</p> <p>3 Q. But your communications with</p> <p>4 Ms. Feinstein from Abelson was specifically about</p> <p>5 the Weiser Law Firm, correct?</p> <p>6 A. I think I have answered that. I think</p> <p>7 it most likely included everyone that acts as one.</p> <p>8 The other firms in the case as well.</p> <p>9 Q. Okay. But --</p> <p>10 A. The comments are not, they are not</p> <p>11 written. They weren't solely directed at your</p> <p>12 clients.</p> <p>13 Q. Okay. But the only involvement that the</p> <p>14 Abelson firm had was with Mr. Silow and the Weiser</p> <p>15 firm, correct?</p> <p>16 A. Yes, but my grievance is with all of the</p> <p>17 firms in the case that acted together in this</p> <p>18 case.</p> <p>19 Q. You also wrote, and I quote, "I predict</p> <p>20 that when I am done certain attorneys will not be</p> <p>21 practicing law in the future."</p> <p>22 A. Right.</p> <p>23 Q. To whom were you referencing, to which</p> <p>24 lawyers?</p>	<p style="text-align: right;">Page 73</p> <p>1 to Cathy Abelson which you acknowledged.</p> <p>2 A. Yes.</p> <p>3 Q. Okay. Did Ms. Abelson ever respond to</p> <p>4 you other than the mistaken response that you have</p> <p>5 testified about from her on Saturday, February 24</p> <p>6 at 4:54 a.m.? And that's 2018.</p> <p>7 A. I don't recall.</p> <p>8 MR. ROSENZWEIG: Let's look at Tab</p> <p>9 37, please, which I'm going to mark as</p> <p>10 Hartleib-27.</p> <p>11 MR. MERRIGAN: Is that the one</p> <p>12 page?</p> <p>13 MR. ROSENZWEIG: Yes. Hang on.</p> <p>14 Just give me a second. This may be obviated</p> <p>15 altogether. It is the --</p> <p>16 MR. MERRIGAN: I'm checking. There</p> <p>17 might be an e-mail in there that's different.</p> <p>18 I think the e-mail at the bottom was not in</p> <p>19 the previous chain.</p> <p>20 THE WITNESS: In the February 24,</p> <p>21 3:31 a.m. e-mail? Is that the one you're</p> <p>22 referring to?</p> <p>23 MR. ROSENZWEIG: No. I think that</p> <p>24 that's -- I think that this is the same first</p>

19 (Pages 70 - 73)

<p style="text-align: right;">Page 74</p> <p>1 page, Kevin.</p> <p>2 So strike this. I am not going to</p> <p>3 mark anything as Hartleib-27.</p> <p>4 BY MR. ROSENZWEIG:</p> <p>5 Q. So Mr. Hartleib, I am just going to have</p> <p>6 a few more questions about Hartleib-26 which is</p> <p>7 Tab 35. It is the same first page.</p> <p>8 So just a few more questions.</p> <p>9 Directing your attention to the top e-mail, the</p> <p>10 4:31 p.m. February 24, 2018. Okay?</p> <p>11 A. Yes.</p> <p>12 Q. You reference, "I just found out his</p> <p>13 firm was appointed lead in a huge nationwide</p> <p>14 suit."</p> <p>15 Were you referring to Weiser, Rob</p> <p>16 Weiser and/or the Weiser firm?</p> <p>17 A. I believe so.</p> <p>18 Q. Okay. And what was that huge nationwide</p> <p>19 suit?</p> <p>20 A. I would assume, I don't know for certain</p> <p>21 but I would assume it was the Equifax case.</p> <p>22 Q. Okay. You then several lines down say,</p> <p>23 "My goal will be to have him removed as lead</p> <p>24 plaintiff counsel in said case."</p>	<p style="text-align: right;">Page 76</p> <p>1 correct?</p> <p>2 A. It appears that that was my intention at</p> <p>3 the time.</p> <p>4 Q. Okay. What Pennsylvania Bar</p> <p>5 investigation are you referencing in this e-mail?</p> <p>6 A. I believe at the time my intentions were</p> <p>7 to contact the Pennsylvania Bar. I believe a</p> <p>8 phone call was made to the Pennsylvania Bar. And</p> <p>9 I was to fill out a formal complaint or -- in</p> <p>10 order to initiate an official investigation from</p> <p>11 the Bar. I was told by your clients as well that</p> <p>12 they self reported to the bar and that there was a</p> <p>13 bar investigation going on.</p> <p>14 Q. With respect to the Silow situation?</p> <p>15 A. In respect to the Sprint case and the</p> <p>16 Silow situation, yes.</p> <p>17 Q. Okay. Did you ever take the steps that</p> <p>18 you just testified about?</p> <p>19 A. I did not.</p> <p>20 Q. Okay. Why did you not?</p> <p>21 A. Because I was using my time to notify</p> <p>22 other Courts of the chicanery that had taken place</p> <p>23 in Kansas.</p> <p>24 Q. And you were doing that with the -- for</p>
<p style="text-align: right;">Page 75</p> <p>1 Do you see that?</p> <p>2 A. Yes.</p> <p>3 Q. Did I read that accurately?</p> <p>4 A. Yes.</p> <p>5 Q. So you had an understanding when you</p> <p>6 communicated with Ms. Feinstein in this e-mail</p> <p>7 that Rob Weiser and/or the Weiser Law Firm had</p> <p>8 been appointed either lead or co-lead counsel in</p> <p>9 the Equifax case and that you were -- your</p> <p>10 intention was to have the firm removed?</p> <p>11 A. Is there a question there?</p> <p>12 Q. Correct?</p> <p>13 A. I think I have previously testified that</p> <p>14 I wasn't sure if I knew at the time that I filed</p> <p>15 the amicus brief if he was appointed. But</p> <p>16 apparently this refreshes my recollection and</p> <p>17 apparently he was. I believe there was another</p> <p>18 party also that was co-lead with Mr. Weiser.</p> <p>19 And I testified previously that I</p> <p>20 believe they were both removed after my testimony</p> <p>21 in my amicus brief.</p> <p>22 Q. And as reflected in this e-mail to Joyce</p> <p>23 Feinstein, it was your intention to have the</p> <p>24 Weiser firm removed from the Equifax case,</p>	<p style="text-align: right;">Page 77</p> <p>1 what purpose?</p> <p>2 A. To give Courts information that they may</p> <p>3 deem relevant in deciding appointment of lead or</p> <p>4 deciding -- or checking the billing hours that</p> <p>5 were submitted in the case.</p> <p>6 Q. And is that because you believed, as you</p> <p>7 state in this e-mail to Ms. Feinstein, that the</p> <p>8 Weiser Law Firm was unfit to be lead counsel in</p> <p>9 any representative suit in the timeframe of</p> <p>10 February, 2018?</p> <p>11 A. That wouldn't be a decision for me to</p> <p>12 make. That would be the decision of the judge.</p> <p>13 Q. But you believed that to be true as you</p> <p>14 were informing various Courts of what occurred in</p> <p>15 the Sprint/Nextel case with respect to Mr. Silow</p> <p>16 and the billing?</p> <p>17 A. I believed that the Court should have</p> <p>18 all of the information that they may deem relevant</p> <p>19 in rendering a decision.</p> <p>20 Q. Why did Ms. Feinstein need that</p> <p>21 information that you supplied in this e-mail?</p> <p>22 A. Because I think your clients were suing</p> <p>23 Ms. Feinstein.</p> <p>24 Q. Well --</p>

20 (Pages 74 - 77)

<p style="text-align: right;">Page 78</p> <p>1 A. Or Abelson.</p> <p>2 Q. Okay. Did you ever come to learn that</p> <p>3 the Weiser Law Firm or Rob Weiser sued Joyce</p> <p>4 Feinstein?</p> <p>5 A. No, I believe that they sued Cathy</p> <p>6 Abelson and her firm.</p> <p>7 Q. Okay. You state in this e-mail that</p> <p>8 Abelson is in "a fantastic position with regard to</p> <p>9 the Weiser suit."</p> <p>10 Why did you say that?</p> <p>11 A. Because I felt that the Weiser Law Firm</p> <p>12 had committed horrific wrongs in the Sprint case</p> <p>13 and that the facts were on their side. And at the</p> <p>14 time I felt that your clients were using Abelson</p> <p>15 as a scapegoat. I still do believe that, by the</p> <p>16 way.</p> <p>17 Q. And you also say, and I quote, "This</p> <p>18 could be a huge win for Abelson." To what were</p> <p>19 you referring in that comment?</p> <p>20 A. To defeat the suit that your clients</p> <p>21 filed.</p> <p>22 MR. ROSENZWEIG: Okay. Now I would</p> <p>23 like to go to Tab 49 and that I'm going to</p> <p>24 mark as Hartleib-26.</p>	<p style="text-align: right;">Page 80</p> <p>1 What was the first time that you</p> <p>2 contacted the Chester County District Attorney's</p> <p>3 Office?</p> <p>4 A. I don't recall the exact time but it,</p> <p>5 clearly it would have been after the revelation of</p> <p>6 Mr. Silow's status and which was after the appeal</p> <p>7 was filed.</p> <p>8 Q. Okay. So the Weiser letter to Judge</p> <p>9 Vano was February of 2017. So, sometime after</p> <p>10 that?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. Did you reach out to any other</p> <p>13 law enforcement agencies in any jurisdictions with</p> <p>14 respect to the Weiser Law Firm or Rob Weiser at</p> <p>15 that time other than the Chester County DA's</p> <p>16 Office?</p> <p>17 A. You said Rob Weiser and the Weiser Law</p> <p>18 Firm. You're including Silow in that, the Silow</p> <p>19 issue?</p> <p>20 Q. As it pertains to Rob Weiser or the</p> <p>21 Weiser Law Firm, yes, sir.</p> <p>22 A. Yes, I did.</p> <p>23 Q. To whom else did you reach out?</p> <p>24 A. I reached out to a Kansas detective.</p>
<p style="text-align: right;">Page 79</p> <p>1 (Exhibit No. Hartleib-27, 3/13/18</p> <p>2 E-Mail, was marked for identification.)</p> <p>3 THE WITNESS: I don't have a 49.</p> <p>4 MR. ROSENZWEIG: I'm sorry, 39.</p> <p>5 THE WITNESS: I thought we were</p> <p>6 going for a second book here.</p> <p>7 BY MR. ROSENZWEIG:</p> <p>8 Q. Mr. Hartleib, if you could take a look</p> <p>9 at --</p> <p>10 A. I have looked at it.</p> <p>11 Q. -- Hartleib-27. What is Hartleib-27?</p> <p>12 A. It appears to be an e-mail to an</p> <p>13 Inspector -- or a Detective Goggins regarding</p> <p>14 Alexander and Jeffrey Silow.</p> <p>15 Q. Is this the Detective Goggin to whom you</p> <p>16 previously referred?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And did you send this e-mail to</p> <p>19 Detective Goggin?</p> <p>20 A. Yes.</p> <p>21 Q. What was the first time -- I guess for</p> <p>22 the record I should say this is a March 13, 2018</p> <p>23 11:28 p.m. e-mail from you to Thomas J. Goggin,</p> <p>24 singular, G-O-G-G-I-N.</p>	<p style="text-align: right;">Page 81</p> <p>1 Q. Do you recall his or her name?</p> <p>2 A. I do not. It was Kansas District</p> <p>3 Attorney's Office and a detective. I believe I</p> <p>4 was instructed to contact a Chester County or a</p> <p>5 Pennsylvania detective.</p> <p>6 I also reached out to the FBI.</p> <p>7 Q. Okay. What were you informed by the</p> <p>8 Kansas DA's Office?</p> <p>9 A. That I should probably contact the</p> <p>10 Pennsylvania District Attorney and the</p> <p>11 Pennsylvania detectives.</p> <p>12 Q. Okay. And how about the FBI, what did</p> <p>13 they inform you?</p> <p>14 A. There were several conversations with</p> <p>15 the FBI and --</p> <p>16 Q. Do you recall with whom at the FBI?</p> <p>17 A. I do not. But I was told by an agent</p> <p>18 and I was told by the agent's superior to contact</p> <p>19 the bar.</p> <p>20 Q. Okay.</p> <p>21 A. Despite explaining to them that the bar</p> <p>22 has no police authority, that this is a crime,</p> <p>23 this is fraud, this is practicing law without a</p> <p>24 license, that the bar has no authority over a non</p>

21 (Pages 78 - 81)

<p style="text-align: right;">Page 82</p> <p>1 barred person. But despite that, the FBI said to 2 contact the bar. 3 Q. Okay. Other than the Kansas District 4 Attorney's Office, the FBI and the Chester County 5 DA's Office, did you contact any law enforcement 6 agencies, authorities or investigators with 7 respect to the Weiser Law Firm or Rob Weiser? 8 A. Not that I recall. 9 Q. Was the Chester County District 10 Attorney's Office and Detective Goggin the only 11 substantive communication you had about the Weiser 12 Law Firm or Rob Weiser as it pertains to broadly 13 Sprint/Nextel and/or Jeffrey Silow? 14 A. Yes. 15 Q. What was your intention in communicating 16 with the Chester County District Attorney's 17 Office? What did you wish them to do? 18 A. File criminal charges for the crimes 19 that were committed in Kansas. 20 Q. Against whom? 21 A. Against whoever committed the crimes. 22 Q. Okay. And who did you believe that to 23 be in March of 2018? 24 A. Mr. Silow for one, and then possibly</p>	<p style="text-align: right;">Page 84</p> <p>1 A. Not at that time, no. 2 Q. Have you ever seen a check payable to 3 Alexander Silow -- 4 A. I don't -- 5 Q. Let me finish, please -- from the Weiser 6 Law Firm or from Rob Weiser? 7 A. I don't recall. 8 Q. Why did you believe that you were 9 criminally victimized by Jeffrey Silow and 10 Alexander Silow? 11 A. Because I had a huge, huge loss, seven 12 figure loss in Sprint, the value of my Sprint 13 shares. I had someone falsely purporting to 14 represent my interest, abusing the judicial system 15 for their own unjust enrichment at my expense. 16 This has interrupted my life, cost me thousands 17 and thousands and thousands of dollars, put my 18 occupation at risk, cost me tens of thousands of 19 dollars or hundreds of thousands of dollars in 20 lost opportunity costs, the amount of time that I 21 had to spend to defend myself. I mean how 22 unconscionable is it that your clients, including 23 Mr. Silow, were there to represent my interest? I 24 found myself more aligned with defense counsel who</p>
<p style="text-align: right;">Page 83</p> <p>1 other members of the Weiser firm. 2 Q. For what activity? 3 A. Fraud and perjury. 4 Q. Did you want criminal charges brought 5 against Alexander Silow? 6 A. If he was complicit and he knew of his 7 father's using his identity for identity fraud and 8 theft to practice law without a license, yes. 9 Q. You state, "Mr. Alexander Silow must be 10 held responsible as a co-conspirator, as on 11 information and belief Weiser et. made checks 12 payable to Alexander making him a willing 13 participant to his father's crimes." 14 Do you see that in your March 13, 15 2018 e-mail to Detective Goggin? 16 A. Yes. 17 Q. On what facts did you base that 18 assertion? 19 A. On all the facts and all of the 20 pleadings and everything that transpired that led 21 to the uncovering of the fraud in the Sprint case 22 in the first instance. 23 Q. Did you ever see a check payable to 24 Alexander Silow?</p>	<p style="text-align: right;">Page 85</p> <p>1 were protecting the executives that broke the 2 company and walked away with millions and millions 3 of dollars in golden parachutes. I was more 4 aligned with defense counsel than I was with 5 plaintiff's counsel that are supposed to be 6 representing my interest. There, sir, is the 7 problem. 8 Q. How did Jeffrey Silow's bar status or 9 billing impact the relief that Judge Vano approved 10 in the Sprint/Nextel derivative case? 11 A. Phil, this was a very good case that 12 could have clawed back \$100 million from 13 executives on behalf of the Sprint shareholders. 14 Mr. Silow was reviewing documents. Was Mr. Silow 15 just hitting a button? Mr. Silow was responsible 16 for finding documents that may have led to 17 additional discovery to help shareholders get back 18 millions and millions, potentially \$100 million of 19 their lost value. 20 Unfortunately, they were committing 21 fraud running up all of these billing hours that 22 Mr. -- that Judge Vano says is entirely illusory, 23 right, for relief that was meaningless and didn't 24 get a nickel back for the shareholders. I was a</p>

22 (Pages 82 - 85)

<p style="text-align: right;">Page 86</p> <p>1 victim of your clients, their firm, Mr. Silow's 2 disbarred criminal status. I was a victim of your 3 clients. They did not properly represent my 4 interest and they did it with somebody who doesn't 5 even know that she was -- she doesn't even know 6 what her position is in the case. She doesn't 7 realize that she has a fiduciary obligation to the 8 other shareholders. 9 Q. Mr. Hartleib, did Judge Vano approve the 10 substantive settlement of the Sprint/Nextel case? 11 A. Yes, and he also said he doesn't know 12 why your clients jettisoned the what appeared to 13 be very valid claims in the suit for nothing more 14 than attorneys' fees and near illusory corporate 15 governance reforms. 16 Q. What information do you have from the 17 beginning of the Sprint/Nextel litigation to right 18 now that Jeffrey Silow did not do his job well as 19 a document reviewer, putting aside the number of 20 hours billed and his bar status? 21 A. It didn't lead to a single deposition, a 22 single additional request for discovery. They 23 took the work that Robbins Geller did that got 24 meaningful relief, over \$100 million if I remember</p>	<p style="text-align: right;">Page 88</p> <p>1 Sprint/Nextel deal? 2 A. That's, that's part of that. But where 3 do you think the money comes from? The money 4 comes -- some of the money is covered by 5 insurance, some of the money isn't. So if the 6 corporation has to pay that money out in a 7 settlement of class action, that directly damages 8 the corporation. That's why you have a derivative 9 case to go after the officers or directors to try 10 to recoup some of that money. 11 Q. How much money was recovered in the 12 Sprint/Nextel derivative action -- strike that -- 13 in the Sprint/Nextel class action? 14 A. I don't recall but it was substantial. 15 Q. Okay. Was it \$31 billion dollars? 16 A. No. 17 Q. Was it -- 18 A. You know it never is. 19 Q. Okay. 20 A. But at least there was some real money 21 there. Darren Robbins firm did work, got 22 meaningful relief on behalf of the shareholders. 23 Q. How much money did you get from the 24 Sprint/Nextel class action --</p>
<p style="text-align: right;">Page 87</p> <p>1 correctly in that case. They got meaningful 2 relief. They didn't, they didn't add any value 3 whatsoever by looking at the work that Robbins 4 Geller did. They walked away from a perfectly 5 good case, cut a cozy little deal with defense 6 counsel that extinguishes \$31 billion in exposure 7 for the D&O insurers, all while shareholders like 8 myself lost over \$1 million in the stock. 9 Q. That's not the purpose of a derivative 10 suit, is it? 11 A. Absolutely it is. The derivative suit, 12 absolutely. So the reason that a derivative suit 13 is filed after a securities class action, you need 14 to know what the damages are, and then the 15 derivative suit goes after the officers and 16 directors that caused that damage. They have D&O 17 insurance. There are millions and millions of 18 dollars that can -- hundreds of millions of 19 dollars in insurance that can be collected on 20 behalf of the corporation, paid back to the 21 corporation to help make the corporation whole. 22 Q. And in the class action, that's where 23 damages are sought for the \$31 billion in 24 diminution in value as a result of the</p>	<p style="text-align: right;">Page 89</p> <p>1 A. I don't -- 2 Q. -- as a shareholder who had \$1 million 3 or so in holdings? 4 A. I don't recall. 5 Q. Okay. Was it 500,000? 6 A. No, it's a nominal sum by the time it 7 gets distributed to all of the shareholders. We 8 all know that. This is the problem. You -- 9 without having a direct cause of action or a way 10 for a shareholder that's taken a big beating or 11 has a huge loss it's almost impossible for a 12 shareholder to be made whole. That's not the 13 point. The point is your clients failed their 14 fiduciary duty. They used an improper plaintiff 15 that wasn't qualified to lead this suit and they 16 hired a disbarred criminal to do the document 17 review who could have missed something, and you're 18 asking me what evidence do I have that Mr. Silow 19 didn't do his document review right. The guy is a 20 life-long criminal. He stole money from little 21 old ladies. 22 MR. ROSENZWEIG: Could you take a 23 look at Exhibit-40 -- or I'm sorry, Tab 40 24 which I'm going to mark as Hartleib-28?</p>

23 (Pages 86 - 89)

<p style="text-align: right;">Page 90</p> <p>1 (Exhibit No. Hartleib-28, E-Mail 2 Chain, was marked for identification.) 3 THE WITNESS: Yes, I see it. 4 BY MR. ROSENZWEIG: 5 Q. Mr. Hartleib, did you a chance to look 6 at this? 7 A. I did. 8 Q. Did you receive the reply from Detective 9 Goggin March 14, 2018 at 8:01:38 a.m.? 10 A. Yes. 11 Q. Okay. And then did you respond to 12 Detective Goggin on the same day at 4:40 p.m.? 13 A. It appears I did, yes. 14 Q. Who at Abelson told you that Weiser and 15 the Weiser -- that Rob Weiser and/or the Weiser 16 Law Firm "knew exactly who Silow was"? 17 A. Joyce Feinstein. 18 Q. Were those her words or is that what you 19 interpreted from her words? 20 A. Those were her words. My recollection I 21 have already testified to that, that I distinctly 22 remember her telling me those words. 23 Q. Okay. And did Joyce Feinstein say that 24 Rob Weiser and the Weiser Law Firm was lying or</p>	<p style="text-align: right;">Page 92</p> <p>1 A. I don't know. 2 Q. You just referred to a brief that was 3 sent out today in another case. And you just 4 don't know what that is? 5 A. I do not. 6 MR. ROSENZWEIG: Let's look at 7 Tab 41 which I'm going to mark as 8 Hartleib-29. 9 (Exhibit No. Hartleib-29, E-Mail 10 Chain, was marked for identification.) 11 BY MR. ROSENZWEIG: 12 Q. Tell me when you have had a chance to 13 look at that. 14 A. I have looked at it. 15 Q. Okay. This is two pages but there's no 16 substance on Page 2. All the substance is on 17 Page 1. 18 A. I'm sorry, can you please give me the 19 tab number again? 20 Q. Forty-one. 21 A. Okay. 22 Q. I have marked that as Hartleib-29, 23 Mr. Hartleib. Okay? 24 A. Yes.</p>
<p style="text-align: right;">Page 91</p> <p>1 that they weren't lying to fix the grammar of 2 that? 3 A. If this is something that I wrote after 4 the conversation or shortly thereafter, then yes, 5 she either intimated that they were lying or she 6 flat out said that they were lying. 7 Q. Do you recall which? 8 A. I do not. 9 Q. And you attached a brief to your 10 response to Detective Goggin; is that fair? It's 11 the first -- top e-mail. 12 A. I see there's an attachment. I don't 13 know what it is. 14 Q. Okay. I was going to ask you what it 15 is. As you sit here today you can't tell me what 16 that is? 17 A. No. It's 2018_03_14. I mean the date 18 and PDF. How would I know what that is? 19 Q. Well, I mean you might. I'm asking you. 20 If you don't -- 21 A. It's from 2018. 22 Q. Well, I remember lots of things from 23 2018. I have a right to ask and you have a right 24 to say you don't know.</p>	<p style="text-align: right;">Page 93</p> <p>1 Q. And it's two pages. But would you agree 2 with me that the second page is non substantive? 3 A. Yes. 4 Q. Okay. On March 22, 2018 at 9:48 a.m. 5 you wrote to Detective Goggin again. Is that 6 fair? 7 A. Yes. 8 Q. You told Detective Goggin that you have 9 "friends in PA searching for the Weiser suit 10 versus Abelson." 11 To whom were you referring? 12 A. I don't recall. 13 Q. And once again -- so Detective Goggin 14 responds to you, right, the same day at 6:53 a.m., 15 yes? 16 A. Yes. 17 Q. And he tells you that he doesn't have 18 anything new to report. Fair enough? 19 A. Yes. 20 Q. Then you respond to him on May 14, 2018 21 at 10:27 p.m., which is almost two months later, 22 correct? 23 A. Yes. 24 Q. Do you have any information that you</p>

<p style="text-align: right;">Page 94</p> <p>1 responded to Detective Goggin earlier than that?</p> <p>2 A. Not to my recollection. I mean I don't</p> <p>3 know.</p> <p>4 Q. You state in your May 14, 2018 response</p> <p>5 to Detective Goggin, "Alexander Silow knew and was</p> <p>6 likely receiving payments from Weiser."</p> <p>7 What information did you have in</p> <p>8 May of 2018 regarding Alexander Silow's knowledge</p> <p>9 or that he was receiving payments from Weiser?</p> <p>10 A. I don't recall what led me to believe</p> <p>11 that at the time. I still believe he knew to this</p> <p>12 day.</p> <p>13 MR. ROSENZWEIG: Okay. Then I</p> <p>14 would like to turn your attention to Tab 43</p> <p>15 which I'm going to mark as Hartleib-30.</p> <p>16 (Exhibit No. Hartleib-30, 11/6/18</p> <p>17 E-Mail, was marked for identification.)</p> <p>18 BY MR. ROSENZWEIG:</p> <p>19 Q. Okay. Are you there, Mr. Hartleib?</p> <p>20 A. I am here, yes.</p> <p>21 Q. This is your e-mail to Detective Goggin</p> <p>22 November 6, 2018 11:29 a.m. Fair?</p> <p>23 A. Fair.</p> <p>24 Q. Did you communicate with Detective</p>	<p style="text-align: right;">Page 96</p> <p>1 e-mail?</p> <p>2 A. To find out if anything was happening</p> <p>3 with regard to my complaints.</p> <p>4 Q. Okay.</p> <p>5 MR. ROSENZWEIG: Let's take a</p> <p>6 five-minute break.</p> <p>7 (A brief recess was held at this</p> <p>8 time.)</p> <p>9 MR. ROSENZWEIG: We touched on</p> <p>10 this, Mr. Hartleib, briefly but I need to</p> <p>11 spend some more time on it. I would like to</p> <p>12 turn your attention to Tab 21 which I'm going</p> <p>13 to mark Hartleib-31.</p> <p>14 (Exhibit No. Hartleib-31, Motion</p> <p>15 for Acceptance of Amicus Curiae Brief, was</p> <p>16 marked for identification.)</p> <p>17 BY MR. ROSENZWEIG:</p> <p>18 Q. I'm afraid you're not at 31.</p> <p>19 MR. MERRIGAN: Tab 21.</p> <p>20 BY MR. ROSENZWEIG:</p> <p>21 Q. Tab 21. There you go, that.</p> <p>22 A. Thank you.</p> <p>23 Q. And just take a minute and look at the</p> <p>24 document.</p>
<p style="text-align: right;">Page 95</p> <p>1 Goggin between your May 14, 2018 e-mail which is</p> <p>2 part of Hartleib-30 and November 6 of 2018 in the</p> <p>3 e-mail that is Hartleib-31?</p> <p>4 A. I would say I probably did but I don't</p> <p>5 recall specifically. But it seems like that's a</p> <p>6 long time in between.</p> <p>7 COURT REPORTER: Excuse me.</p> <p>8 (There was a discussion held off</p> <p>9 the record.)</p> <p>10 MR. ROSENZWEIG: We can correct the</p> <p>11 record with no objection that the May 14</p> <p>12 e-mail is Hartleib-29 and the November 6,</p> <p>13 2018 e-mail is Hartleib-30. Thank you.</p> <p>14 BY MR. ROSENZWEIG:</p> <p>15 Q. So Mr. Hartleib, did you finish your</p> <p>16 answer? You don't recall if there was</p> <p>17 communication in between?</p> <p>18 A. I don't.</p> <p>19 Q. Okay.</p> <p>20 A. I think I said that I don't recall but</p> <p>21 it's possible because it's quite a long time in</p> <p>22 between one communication to the other.</p> <p>23 Q. Okay. And what was your purpose in</p> <p>24 sending Detective Goggin the November 6, 2018</p>	<p style="text-align: right;">Page 97</p> <p>1 A. Okay. Is this the brief that you filed,</p> <p>2 amicus curiae brief, in the Equifax case?</p> <p>3 A. (No response.)</p> <p>4 Q. If you look at Page 8, is that your</p> <p>5 signature?</p> <p>6 MR. MERRIGAN: Just for clarity of</p> <p>7 the record, while the brief is incorporated</p> <p>8 in here the first page is the motion, the</p> <p>9 motion that was filed.</p> <p>10 A. Right. That's why I was a little</p> <p>11 confused.</p> <p>12 BY MR. ROSENZWEIG:</p> <p>13 Q. Fair enough. So let me restate the</p> <p>14 question.</p> <p>15 Is this document, which I have</p> <p>16 marked as Hartleib-31, the two-page Motion for</p> <p>17 Acceptance of Amicus Curiae Brief in Opposition to</p> <p>18 the Appointment of the Weiser Firm as Co-Lead</p> <p>19 Counsel and the accompanying amicus curiae brief</p> <p>20 itself that you filed in the Equifax case?</p> <p>21 A. Yes.</p> <p>22 Q. And Mr. Hartleib, on Page 8 of the</p> <p>23 brief, is that your signature?</p> <p>24 A. Yes.</p>

25 (Pages 94 - 97)

<p style="text-align: right;">Page 98</p> <p>1 Q. And the filing date by the stamp of the</p> <p>2 Clerk's Office United States District Court in</p> <p>3 Atlanta is March 15, 2018, correct?</p> <p>4 A. Yes.</p> <p>5 Q. That is on the cover page of the motion,</p> <p>6 right?</p> <p>7 A. Yes.</p> <p>8 Q. At the time you filed this amicus brief</p> <p>9 did you or did you not know that Weiser had</p> <p>10 already been appointed lead counsel?</p> <p>11 A. It appears now with the correspondence</p> <p>12 that we went over, the Abelson or Abelson</p> <p>13 correspondence, it appears that I did know.</p> <p>14 Q. Okay. That Weiser had been appointed</p> <p>15 lead counsel?</p> <p>16 A. I believe.</p> <p>17 Q. Or co-lead counsel?</p> <p>18 A. Yeah, I believe it was Weiser and</p> <p>19 another firm that was appointed co-lead I believe.</p> <p>20 Q. Now, Mr. Hartleib, some of the questions</p> <p>21 I'm about to ask you may seem repetitive but it is</p> <p>22 strictly -- that the questions are strictly</p> <p>23 related to this filing and I have asked you</p> <p>24 similar questions about other uses of terms and</p>	<p style="text-align: right;">Page 100</p> <p>1 BY MR. ROSENZWEIG:</p> <p>2 Q. All of which collectively constitute</p> <p>3 extreme concern?</p> <p>4 A. At the time I believe, yes, it all added</p> <p>5 up to extreme concern.</p> <p>6 Q. You referred to Ms. Ross-Williams as an</p> <p>7 unfit plaintiff and you say, "I called Monica</p> <p>8 Ross-Williams, whereby it became painfully clear</p> <p>9 that she was wholly uninformed."</p> <p>10 Were there other reasons that you</p> <p>11 found Ms. Ross-Williams to be an unfit plaintiff?</p> <p>12 A. Yes.</p> <p>13 Q. What were they?</p> <p>14 A. She wasn't involved in the case in any</p> <p>15 way.</p> <p>16 Q. Any other reasons?</p> <p>17 A. I think that's enough.</p> <p>18 Q. Okay. You allege in this amicus brief</p> <p>19 that "Plaintiffs," meaning Robert Weiser and/or</p> <p>20 the Weiser Law Firm, "lied to the Court."</p> <p>21 To what were you referencing</p> <p>22 specifically?</p> <p>23 A. One instance is when Mr. Stecker in open</p> <p>24 Court, so it should be in the transcript of the</p>
<p style="text-align: right;">Page 99</p> <p>1 other file filings. So I need my questions to</p> <p>2 relate to this particular motion and this</p> <p>3 particular brief that I have marked as</p> <p>4 Hartleib-31. Okay?</p> <p>5 A. Okay.</p> <p>6 Q. Okay. So you expressed, and I quote,</p> <p>7 "extreme concern" about the Weiser firm's</p> <p>8 employment of Jeffrey Silow as a document</p> <p>9 reviewer. Were there any other reasons you had</p> <p>10 extreme concern that you were expressing to the</p> <p>11 Court?</p> <p>12 MR. MERRIGAN: I'm sorry, what was</p> <p>13 that quote you were reading?</p> <p>14 MR. ROSENZWEIG: It's Page 2 of the</p> <p>15 brief in the very first line of the overview,</p> <p>16 Mr. Merrigan.</p> <p>17 MR. MERRIGAN: Thank you.</p> <p>18 MR. ROSENZWEIG: Are you there?</p> <p>19 MR. MERRIGAN: Yes.</p> <p>20 MR. ROSENZWEIG: Good.</p> <p>21 A. I think for all the reasons that are --</p> <p>22 that's one of the reasons but I think the other</p> <p>23 reasons are outlined in this brief.</p> <p>24</p>	<p style="text-align: right;">Page 101</p> <p>1 hearing with Judge Vano, said that everyone that</p> <p>2 worked on the case was a securities expert. So</p> <p>3 that was patently false. Mr. Silow billed</p> <p>4 \$1.7 million in the case and he was not a</p> <p>5 securities expert.</p> <p>6 They submitted what is now known to</p> <p>7 be illusory or fraudulent billing to the Court.</p> <p>8 Q. Anything else as you sit here today?</p> <p>9 A. There were statements that were made</p> <p>10 about me throughout the course of the litigation</p> <p>11 that were untrue or misleading.</p> <p>12 Another example would be the</p> <p>13 letters that your client drafted to Douglas Shema</p> <p>14 and to Judge Vano. To Judge Vano they say we</p> <p>15 believed, past tense, that Mr. Silow's billing</p> <p>16 records were true and accurate, and I'm</p> <p>17 paraphrasing and going from memory here, and then,</p> <p>18 conversely, the letter that was sent to Douglas</p> <p>19 Shema of the Appellate Court says we continue to</p> <p>20 believe that Mr. Silow's billing records are true</p> <p>21 and accurate. And they still sought the</p> <p>22 reinstatement of the over \$4 million that Mr. Vano</p> <p>23 reduced their settlement award by -- by Judge</p> <p>24 Vano.</p>

26 (Pages 98 - 101)

<p style="text-align: right;">Page 102</p> <p>1 Q. Okay. In this amicus brief you again 2 refer to the Weiser Law Firm as a criminal 3 enterprise, "some sort of criminal enterprise." 4 To what does that reference? 5 A. Using a disbarred criminal working with 6 other firms, misleading the Court, filing 7 perjurious declarations, affirming said 8 declarations. 9 Q. And to which declarations are you 10 specifically referring other than the declaration 11 of Alexander J. Silow? 12 A. I would have to have the declarations in 13 front of me. But there were declarations from Mr. 14 Weiser, there were declarations from Mr. Aguilar. 15 There were a lot of declarations. There were 16 declarations from former Federal Judge Layn 17 Phillips. There were a lot of declarations 18 affirming support for the hours billed and the 19 fairness of the \$4.5 million fee request. 20 Q. You refer in this amicus brief that "The 21 Weiser Law Firm had contempt for the Court." 22 To what were you referencing? 23 A. Very difficult at this time, Phil, to 24 remember every nuance of everything that's gone</p>	<p style="text-align: right;">Page 104</p> <p>1 Silow? 2 A. Well, that for sure. So Alexander 3 Silow's declaration was wholly perjurious. The 4 Appellate Court affirmed that fraud had taken 5 place in the case with regard -- the Chief Justice 6 affirmed that fraud had taken place in this case. 7 We can all agree that fraud had taken place in 8 this case with regard to the billing. 9 Q. Okay. And just by "this case," you mean 10 Sprint/Nextel? 11 A. That's right. 12 Q. Because we are talking about a brief you 13 filed in Equifax so I just want to make sure we 14 all know what you're referring to when you say 15 "this case." 16 But specifically, Mr. Hartleib, was 17 a declaration or other filing of any individual 18 human being found to be perjurious by any Court in 19 the Sprint/Nextel case or any other case? 20 A. I think Judge Vano's orders speak for 21 themselves. They are two of the most scathing 22 orders that I have ever seen. 23 Q. Does he find any filing before him to be 24 -- to reach the level of perjury?</p>
<p style="text-align: right;">Page 103</p> <p>1 on. It's gone on for years and years and years 2 and it's gone on -- there's been voluminous 3 amounts of pleadings that have been pled and 4 filed, so it's very difficult to give you 5 specific, sitting here today specific reasons or 6 details that some of the conclusions that have 7 been reached were reached. 8 Q. Mr. Hartleib, speaking of conclusions 9 reached, you have referred to perjurious 10 declarations or filings, correct? 11 A. Yes. 12 Q. Not in the last answer but in your 13 previous answer. 14 A. Yes. 15 Q. Has there been -- and, again, I'm 16 excepting the declaration of Alexander J. Silow 17 from what I'm about to ask. But has there been 18 any finding of any Court that any declaration or 19 affidavit or filing before any Court in any matter 20 in which you have been involved was perjurious? 21 A. Yes. 22 Q. Okay. What Court and with respect to 23 what filing was a determination of perjury made, 24 again, other than the declaration of Alexander J.</p>	<p style="text-align: right;">Page 105</p> <p>1 A. I think he uses words like not credible, 2 not believable. Did he use the word perjury? I 3 don't recall. I don't think so. But his orders 4 speak for themselves. 5 Q. Was anyone ever charged with perjury in 6 any -- either the Sprint/Nextel case -- 7 A. I believe Mr. Silow was but I'm not 8 certain. 9 Q. I will finish my question, but thank 10 you. 11 Was anybody charged with perjury in 12 the Sprint/Nextel case or in any other case you 13 have filed an amicus curiae brief or other 14 opposition to lead counsel, co-lead counsel 15 appointment other than perhaps Jeffrey Silow in 16 the Sprint/Nextel case? 17 A. Not that I am aware. 18 Q. Okay. You allege in your amicus curiae 19 brief in Equifax, which is Hartleib-31, that "The 20 Weiser firm engaged in self dealing." 21 To what are you referring to? 22 A. By jettisoning legitimate claims that 23 were pled in the original complaint and settling 24 for the illusory relief that was obtained by</p>

27 (Pages 102 - 105)

<p style="text-align: right;">Page 106</p> <p>1 hiring a disbarred criminal to bill \$1.7 million</p> <p>2 of a \$4.5 million fee request, by not properly</p> <p>3 representing shareholders like myself or the</p> <p>4 corporation.</p> <p>5 Q. All in the Sprint/Nextel case?</p> <p>6 A. Yes, that's what these amicus briefs do.</p> <p>7 The only thing I talk about in all of the amicus</p> <p>8 briefs that have been filed is what transpired in</p> <p>9 Kansas in the Sprint/Nextel case.</p> <p>10 Q. I just want to make sure that when you</p> <p>11 just testified, that those issues that you</p> <p>12 referred to are about the Sprint/Nextel case.</p> <p>13 A. Correct.</p> <p>14 Q. Okay. You have referred to the Weiser</p> <p>15 Law Firm "having unclean hands" in this amicus</p> <p>16 brief.</p> <p>17 To what are you referring?</p> <p>18 A. I think Judge Vano's Orders speak for</p> <p>19 themselves. I think the Appellate Court decision,</p> <p>20 the syllabus from the Appellate Court speaks for</p> <p>21 itself. I think the evidence is -- speaks for</p> <p>22 itself.</p> <p>23 Q. You also in this amicus brief say that</p> <p>24 "The Weiser firm engaged in violations of public</p>	<p style="text-align: right;">Page 108</p> <p>1 employment of your client, the Weiser Law Firm,</p> <p>2 and he billed as a disbarred attorney in many,</p> <p>3 many cases over the course of the last two</p> <p>4 decades. It's my understanding that your client</p> <p>5 had to reach out to current cases that were</p> <p>6 ongoing and inform those Courts that Mr. Silow was</p> <p>7 acting -- was practicing law without a license and</p> <p>8 acting as an attorney when he was a disbarred</p> <p>9 criminal.</p> <p>10 MR. ROSENZWEIG: I would like to</p> <p>11 mark Tab 23 as Hartleib-32.</p> <p>12 (Exhibit No. Hartleib-32, 3/22/18</p> <p>13 E-Mail, was marked for identification.)</p> <p>14 BY MR. ROSENZWEIG:</p> <p>15 Q. And I'm going to ask you to look at that</p> <p>16 e-mail.</p> <p>17 A. Yes, I see it.</p> <p>18 Q. Okay. Did you send this March 22, 2018</p> <p>19 e-mail at 11:41 p.m. to James M. Ficaro?</p> <p>20 A. Yes.</p> <p>21 Q. In this e-mail you state, and it's short</p> <p>22 I will just quote it, "James, much appreciated, I</p> <p>23 received these filings several hours ago! Let Rob</p> <p>24 know he is making a catastrophic mistake!"</p>
<p style="text-align: right;">Page 107</p> <p>1 trust."</p> <p>2 To what are you referring?</p> <p>3 A. You have a fiduciary obligation as an</p> <p>4 attorney. You are filing a derivative case to</p> <p>5 seek recompense for the harm that was done to the</p> <p>6 corporation by its former executives, current or</p> <p>7 former executives. That was not done, in my</p> <p>8 opinion, to any extent in the Sprint/Nextel case.</p> <p>9 Q. So based upon your answer, Mr. Hartleib,</p> <p>10 is it your belief that an attorney representing a</p> <p>11 plaintiff in a shareholder derivative suit has a</p> <p>12 fiduciary duty?</p> <p>13 A. Yes.</p> <p>14 Q. Okay.</p> <p>15 A. They are a fiduciary.</p> <p>16 Q. You allege in this amicus filing in</p> <p>17 Equifax that "The Weiser firm committed criminal</p> <p>18 acts upon the Kansas Court and a multitude of</p> <p>19 others across the country."</p> <p>20 To what are you referring?</p> <p>21 A. It's my understanding, and I believe</p> <p>22 your client admitted to having Jeffrey Silow, he</p> <p>23 was in a myriad of cases over the course of the</p> <p>24 last decade or two while he was under the</p>	<p style="text-align: right;">Page 109</p> <p>1 Do you see that?</p> <p>2 A. I see it.</p> <p>3 Q. Okay. What catastrophic mistake are you</p> <p>4 referring to in that e-mail?</p> <p>5 A. I don't recall specifically what it is</p> <p>6 in reference to but I believe, I believe this was</p> <p>7 after your client reached out to me wanting to</p> <p>8 resolve the "Sprint issues" and address the</p> <p>9 forthcoming amicus filing in the Equifax case.</p> <p>10 Q. So you don't know -- you don't remember</p> <p>11 specifically what the catastrophic mistake was?</p> <p>12 A. Well, I believe your client hired an</p> <p>13 investigator, like I previously testified to, to</p> <p>14 try to dig up any dirt that he could find on me,</p> <p>15 to try to besmirch my representation, not stick to</p> <p>16 the facts of the case but try to undermine my</p> <p>17 credibility or integrity by any means possible. I</p> <p>18 believe that that was done. I believe your</p> <p>19 clients have admitted to that at this particular</p> <p>20 point.</p> <p>21 I believe that I rebuffed your</p> <p>22 client and I said the Sprint ship has sailed but</p> <p>23 if you want to talk about the forthcoming action</p> <p>24 in another case I was willing to listen, or the</p>

28 (Pages 106 - 109)

<p style="text-align: right;">Page 110</p> <p>1 lawsuit that was being filed by me against him in 2 Kansas. 3 Q. Against Rob Weiser and the Weiser 4 firm -- 5 A. The Weiser firm. 6 Q. -- in Kansas which was a suit that was 7 dismissed in full and the dismissal of which was 8 upheld by the Appellate Court, correct? 9 A. Yes. 10 Q. Okay. Mr. Hartleib, did you speak 11 before Judge Thrash in Court? 12 A. The name is familiar. Is that the judge 13 in the Equifax case? Let me check my amicus 14 brief. What exhibit was the amicus? 15 MR. MERRIGAN: In Equifax? 16 THE WITNESS: Yes. 17 A. Yes, that's -- I have it. Yes, I did. 18 BY MR. ROSENZWEIG: 19 Q. And just so I guess we have a clear 20 record, Judge Thrash was the presiding judge in 21 the Equifax derivative litigation? 22 A. I believe he was the presiding judge in 23 the derivative litigation as well as the class 24 action litigation.</p>	<p style="text-align: right;">Page 112</p> <p>1 courtroom in my life. 2 Q. Are you contemplating or are you 3 finished? 4 A. No, I'm finished. 5 Q. Okay. 6 A. I mean it was interesting. The jury 7 pews were full of attorneys. There was no place 8 to sit. I mean there must have been 400 lawyers 9 in that courthouse. 10 MR. ROSENZWEIG: I would like to 11 turn your attention to Tab 24 which I am 12 going to mark as Hartleib-33. 13 (Exhibit No. Hartleib-33, 4/5/18 14 E-Mail, was marked for identification.) 15 BY MR. ROSENZWEIG: 16 Q. So let me know when you are there, Mr. 17 Hartleib. 18 A. I am here. 19 Q. Okay. This is an e-mail from you to Rob 20 Weiser, Brett Stecker and James M. Ficaro April 5, 21 2018 at 4:02 a.m., correct? 22 A. Yes. 23 Q. And you copy yourself at a gmail 24 address.</p>
<p style="text-align: right;">Page 111</p> <p>1 Q. Okay. And your purpose in speaking to 2 the Court and Judge Thrash was to support your 3 amicus filing? 4 A. Yes. 5 Q. It was in the context of what I will 6 call argument about the -- your opposition to the 7 Weiser firm being co-lead counsel, correct? 8 A. Yes. 9 Q. And do you recall whether you 10 essentially argued the things that were in your 11 amicus brief before Judge Thrash? 12 A. Yes. 13 Q. Do you recall specifically what you said 14 that day? There is no transcript of which I am 15 aware of that hearing. I haven't seen it. I'm 16 not saying it doesn't exist. So I just want to 17 know what your recollection is as to what the 18 hearing entailed and what you said that day, if 19 you recall. 20 A. In general, I just recall giving the 21 judge the details or information of what happened 22 in Kansas in the Sprint case. I had a very short 23 speaking window, if I had remember correctly. It 24 was packed. I have never seen such a crowded</p>	<p style="text-align: right;">Page 113</p> <p>1 A. Yes. 2 Q. Is that gmail address different from the 3 address from which you sent this e-mail? 4 A. Probably not but I don't know. I have 5 like four or five e-mail addresses. 6 Q. Okay. 7 A. So one of them is set up to auto copy 8 myself, and that's probably this gmail address. 9 Q. Okay. The e-mail says, "Just got home 10 and wanted to make sure that you have this! Good 11 to finally meet you, Rob! Like I said, none of 12 this was necessary!" 13 A. Yes. 14 Q. Did I read that fairly? 15 A. You did. 16 Q. And then there's a link? 17 A. Yes. 18 Q. Your reference to "Good to finally meet 19 you, Rob," was it in the context of the Equifax 20 oral argument I will call it that you first met 21 Rob Weiser in person? 22 A. Yes, outside of the courthouse in the 23 lobby. 24 Q. As you previously testified?</p>

29 (Pages 110 - 113)

Page 114	Page 116
<p>1 A. Yes.</p> <p>2 Q. Okay. And what were you sending to Rob</p> <p>3 Weiser, Brett Stecker and James Ficaro by sending</p> <p>4 this link?</p> <p>5 A. Probably the order from the judge.</p> <p>6 Q. Judge Thrash?</p> <p>7 A. Yes.</p> <p>8 Q. Which removed Weiser as co-lead counsel?</p> <p>9 A. Probably.</p> <p>10 Q. Is that your best recollection?</p> <p>11 A. Yes, that's my best recollection.</p> <p>12 Q. Let me focus on the last part of your</p> <p>13 substantive e-mail which says, "Like I said, none</p> <p>14 of this was necessary!"</p> <p>15 What did you mean by that, Mr.</p> <p>16 Hartleib?</p> <p>17 A. It's unfortunate. None of it was</p> <p>18 necessary.</p> <p>19 Q. None of what was necessary?</p> <p>20 A. Any of this. It was unnecessary. It</p> <p>21 was, it was -- it's a shame that all of this</p> <p>22 happened.</p> <p>23 Q. But yet you were pleased that Judge</p> <p>24 Thrash entered an order removing the Weiser Law</p>	<p>1 most relevant ones, the orders from Judge Vano so</p> <p>2 despite what I say in my amicus brief, a judge can</p> <p>3 read what actually happened. So if a judge thinks</p> <p>4 that my language is too colorful or may not agree</p> <p>5 with my interpretation or something that I feel as</p> <p>6 though I have every right to make based on my</p> <p>7 opinion and what I have witnessed and what I have</p> <p>8 seen, the judge or the parties always have the</p> <p>9 actual documents that they can read for themselves</p> <p>10 and make their own conclusion as to what I</p> <p>11 presented in my amicus filing.</p> <p>12 BY MR. ROSENZWEIG:</p> <p>13 Q. Mr. Hartleib, was there any action that</p> <p>14 the Weiser Law Firm or Rob Weiser could have taken</p> <p>15 to have avoided what you refer to as "none of this</p> <p>16 was necessary" given the events that occurred in</p> <p>17 the Sprint/Nextel case?</p> <p>18 MR. MERRIGAN: Can I ask you for a</p> <p>19 point of clarity?</p> <p>20 MR. ROSENZWEIG: Of course you can.</p> <p>21 It may be a terrible question.</p> <p>22 MR. MERRIGAN: I am just trying to</p> <p>23 understand. Are you asking, the way you</p> <p>24 phrased it are you asking is there anything</p>
Page 115	Page 117
<p>1 Firm as co-lead counsel in the Equifax case,</p> <p>2 correct?</p> <p>3 MR. MERRIGAN: Objection.</p> <p>4 But you can answer.</p> <p>5 BY MR. ROSENZWEIG:</p> <p>6 Q. Let me ask it differently. Were you</p> <p>7 pleased that the judge issued an order removing</p> <p>8 the Weiser Law Firm as co-lead counsel in the</p> <p>9 Equifax case?</p> <p>10 MR. MERRIGAN: Objection.</p> <p>11 But you can answer.</p> <p>12 A. So unlike other appearances that I made</p> <p>13 where the judge had no issues with your clients,</p> <p>14 they had the information, they said that the</p> <p>15 information was basically not relevant to them,</p> <p>16 that they had already done their due diligence and</p> <p>17 there was no action taken by the judge, this judge</p> <p>18 found the information to be troubling and made a</p> <p>19 decision based on my appearance and the</p> <p>20 information that was provided.</p> <p>21 So, in all of these, in all of</p> <p>22 these appearances or correspondence or e-mails I</p> <p>23 always include, or nearly always include the</p> <p>24 pleadings of the case in Kansas, or at least the</p>	<p>1 they could have avoided, I guess things that</p> <p>2 Michael did after the Sprint/Nextel events</p> <p>3 or --</p> <p>4 MR. ROSENZWEIG: Yes. So let me</p> <p>5 reword the question. I'm going to just take</p> <p>6 that as an objection as to form and I'm going</p> <p>7 to withdraw the question and ask this.</p> <p>8 BY MR. ROSENZWEIG:</p> <p>9 Q. After the Sprint/Nextel case and Judge</p> <p>10 Vano's rulings and the action of the Appellate</p> <p>11 Court in that Sprint/Nextel matter, were there any</p> <p>12 actions or things that the Weiser Law Firm could</p> <p>13 have done that would have satisfied you or</p> <p>14 obviated the need, your need to file amicus briefs</p> <p>15 in all the subsequent cases? Were you looking for</p> <p>16 the Weiser firm to do something or some things</p> <p>17 that would have addressed your displeasure that</p> <p>18 arose from Sprint/Nextel?</p> <p>19 A. Like what? What are you?</p> <p>20 Q. Like anything. I'm not suggesting</p> <p>21 anything. I'm asking you a question. Were you</p> <p>22 looking for them to do something?</p> <p>23 MR. MERRIGAN: I'm going to object.</p> <p>24 But you can answer.</p>

30 (Pages 114 - 117)

<p style="text-align: right;">Page 118</p> <p>1 A. So I believe, like when the statement 2 was made "none of this was necessary," I believe 3 at this particular point in time -- I mean there 4 was definitely good faith contemplation of 5 litigation, if not, a case already filed. So I am 6 not certain if the Kansas litigation, Hartleib V 7 Weiser, et al. was filed at that particular time. 8 I don't know. But I am sure that that had 9 something to do with the comment as well. 10 You can't put a genie back in a 11 bottle. And that's why when your client reached 12 out to me when -- I think it was right after the 13 Equifax amicus was filed I received an e-mail from 14 your client. I believe it was a Sunday, Saturday 15 or a Sunday. And he wanted to know if there was 16 any way that we could resolve the "Sprint issues." 17 And I said to him -- I wrote back and I said Rob, 18 the Sprint ship has sailed but if you want to talk 19 about a resolution to the forthcoming litigation I 20 am willing to listen. 21 So I believe it was right before 22 the Kansas litigation was filed by me that you 23 said was dismissed and not because it lacked merit 24 but because of procedural problems --</p>	<p style="text-align: right;">Page 120</p> <p>1 Q. Well, let me just address that for the 2 record. I have never had a private conversation 3 with you -- 4 A. No, no. 5 Q. -- outside the context of your counsel. 6 A. No, no. I understand. 7 Q. Okay. That's important. 8 A. Okay. Right. But I just -- you're 9 asking me that question and there have been 10 several discussions about some sort of a 11 resolution. 12 Q. I'm talking about strictly you, Michael 13 Hartleib, and Robert Weiser in the context of 14 communications just by and between you. Did you 15 ever have a conversation with Rob Weiser in which 16 you actually discussed either avoiding the Kansas 17 litigation you were about to file or addressing 18 the whole sale dispute between you and the Weiser 19 firm and Rob Weiser which emanates from the 20 Sprint/Nextel litigation? 21 A. I honestly don't recall. I think that 22 when he reached out -- 23 MR. MERRIGAN: He? 24 A. Rob Weiser reached out during the time</p>
<p style="text-align: right;">Page 119</p> <p>1 BY MR. ROSENZWEIG: 2 Q. Well, I didn't say that, right? 3 A. Right. No, but I'm saying that. 4 Q. That's your -- 5 A. You said it was dismissed and I'm saying 6 that it's not because it lacked merit, it was 7 because of procedural issues. 8 So, I don't know what you are 9 asking me. You can't put the genie back in the 10 bottle. What happened in Kansas happened. The 11 company was harmed, shareholders were harmed, your 12 client's reputation was harmed. I had to spend a 13 tremendous amount of time, you know, being adverse 14 to counsel who is supposed to be representing my 15 interest. 16 Q. Did you ever have a conversation with 17 Rob Weiser about any kind of a resolution before 18 your commencement of the Kansas litigation which 19 without commentary or opinion was, in fact, 20 dismissed and the Appellate Court affirmed the 21 dismissal? 22 A. I don't recall timing. We, you and I 23 have had, you and my attorneys have had 24 conversations in the past.</p>	<p style="text-align: right;">Page 121</p> <p>1 of the Equifax case, I don't remember if we had a 2 conversation after that or not. I honestly don't 3 recall. I know that he made an overture to 4 discuss it. I rebuffed the Sprint issue because I 5 felt as though there was nothing to discuss at 6 that particular point in time. 7 And I don't know, I don't recall if 8 there was a discussion between he and I. I know 9 that there was a brief discussion at the 10 Equifax -- in the Equifax lobby. So there was a 11 face-to-face discussion that was very short. But 12 I don't believe that any -- there was any 13 substance to the discussion. I think it was very 14 short. 15 Q. Okay. And do you remember anything that 16 was discussed? 17 A. The only thing I remember is I think he 18 said "If you think I knew who Silow was we have 19 nothing to talk about." I don't know if that was 20 at the end of the conversation or if that was the 21 whole extent of the conversation. 22 MR. ROSENZWEIG: Okay. On that, 23 lunch has arrived so we are going to take a 24 short break to actually partake in that.</p>

31 (Pages 118 - 121)

<p style="text-align: right;">Page 122</p> <p>1 (A lunch recess was held at this</p> <p>2 time.)</p> <p>3 MR. ROSENZWEIG: So going back on</p> <p>4 the record after a lunch break.</p> <p>5 I would like to mark -- and I don't</p> <p>6 actually have it as a separate tab put it is</p> <p>7 right behind 43. Tab 43 is a one-page</p> <p>8 e-mail which we have already marked and</p> <p>9 behind that I have Defendant Michael</p> <p>10 Hartleib's Answer to Amended Complaint and I</p> <p>11 would like to mark that document as</p> <p>12 Hartleib-34.</p> <p>13 (Exhibit No. Hartleib-34, Answer,</p> <p>14 was marked for identification.)</p> <p>15 BY MR. ROSENZWEIG:</p> <p>16 Q. Mr. Hartleib, let me know if and when</p> <p>17 you have that document.</p> <p>18 A. I have the document. So all of this is</p> <p>19 the document. Okay.</p> <p>20 MR. MERRIGAN: It was a long</p> <p>21 Complaint so the answer is long.</p> <p>22 THE WITNESS: Yes, 700 pages or</p> <p>23 something like that. It killed like a lot of</p> <p>24 trees.</p>	<p style="text-align: right;">Page 124</p> <p>1 MR. MERRIGAN: I'm trying to check</p> <p>2 right now.</p> <p>3 MR. ROSENZWEIG: Okay. Can we take</p> <p>4 a minute?</p> <p>5 MR. MERRIGAN: I mean there may be</p> <p>6 a verification but it's going to take me a</p> <p>7 while to --</p> <p>8 MR. ROSENZWEIG: I will just</p> <p>9 represent that we never received a</p> <p>10 verification, and I am going to ask that</p> <p>11 subsequent to this deposition that Mr.</p> <p>12 Hartleib review the Answer as filed and</p> <p>13 either verify it or you will file an Amended</p> <p>14 Answer that he would then verify.</p> <p>15 Okay, Mr. Merrigan?</p> <p>16 MR. MERRIGAN: Assuming we don't</p> <p>17 already have a verification.</p> <p>18 MR. ROSENZWEIG: Okay. And if you</p> <p>19 do, just kindly provide it.</p> <p>20 MR. MERRIGAN: Yes. I will keep</p> <p>21 looking.</p> <p>22 MR. ROSENZWEIG: Very good.</p> <p>23 BY MR. ROSENZWEIG:</p> <p>24 Q. Mr. Hartleib, do you have any reason to</p>
<p style="text-align: right;">Page 123</p> <p>1 BY MR. ROSENZWEIG:</p> <p>2 Q. Okay. Do you have what I have marked as</p> <p>3 Hartleib-34?</p> <p>4 A. I believe so.</p> <p>5 Q. And it is a document that was filed as</p> <p>6 Document 166 in the United States District Court</p> <p>7 for the Eastern District of Pennsylvania on</p> <p>8 July 6, 2022. And it is by virtue of the page</p> <p>9 numbers of the filing stamp 37 pages long.</p> <p>10 Can you confirm that --</p> <p>11 A. Yes.</p> <p>12 Q. -- that that's the document you have in</p> <p>13 front of you?</p> <p>14 A. I have it.</p> <p>15 Q. Mr. Hartleib, I don't have a</p> <p>16 verification of this answer. It was signed by</p> <p>17 Mr. Merrigan as your counsel. I have never seen a</p> <p>18 verification of it. Do you know whether you</p> <p>19 reviewed and verified this answer?</p> <p>20 A. I don't recall. I know that it was</p> <p>21 discussed. I don't know if I was ever asked to</p> <p>22 verify its contents.</p> <p>23 MR. ROSENZWEIG: Mr. Merrigan, do</p> <p>24 you know if it was ever verified?</p>	<p style="text-align: right;">Page 125</p> <p>1 believe that this document that I have marked as</p> <p>2 Hartleib-34 is not the actual and legitimate</p> <p>3 Answer filed on your behalf to the Weiser Law Firm</p> <p>4 and Robert Weiser's Amended Complaint?</p> <p>5 A. No.</p> <p>6 Q. Okay. Do you recall having reviewed it</p> <p>7 previously? You said you discussed it. I imagine</p> <p>8 you mean discussed with counsel.</p> <p>9 A. Yeah, I recall going over questions and</p> <p>10 answers with counsel.</p> <p>11 Q. Do you recall correcting anything in the</p> <p>12 document?</p> <p>13 A. I don't recall specifically what was</p> <p>14 corrected but I recall going over, you know,</p> <p>15 questions and answers and I -- if there was</p> <p>16 something that I -- during that process I would</p> <p>17 have told counsel to correct it.</p> <p>18 Q. Okay. I would like to turn your</p> <p>19 attention to Paragraphs 42 through 47 of this</p> <p>20 answer. That's on Page 7. And by Page 7,</p> <p>21 Mr. Hartleib, I'm looking across the top of the</p> <p>22 pages where the case filing information is.</p> <p>23 A. Yes.</p> <p>24 Q. In the upper right-hand corner it says</p>

32 (Pages 122 - 125)

Page 126	Page 128
<p>1 page blank of 37. In this case I'm asking you to 2 look at Page 7 of 37. 3 A. Yes. 4 Q. Okay. And, again, I'm returning your 5 attention to Paragraphs 42 through 47 in each of 6 which the following statement is contained: "By 7 way of further response, Plaintiffs and Defendant 8 communicated into 2012 regarding potential cases 9 and discussing other litigation." 10 Do you see that? 11 A. What number are you on? 12 Q. Paragraph 42, 43, 44, 45, 46 and 47 -- 13 A. Yes, I see it. 14 Q. -- all contain that same language. 15 Do you see that? 16 A. I see it, yes. 17 Q. And do you agree that each paragraph 18 contains that language? 19 A. Yes. 20 Q. Okay. What communications were you 21 having with Rob Weiser and the Weiser firm about 22 potential cases and other litigation to the extent 23 that you haven't already told me? 24 MR. MERRIGAN: Can we, being that</p>	<p>1 MR. MERRIGAN: No, that's okay. 2 42 through 47, and he's asking 3 specifically about this part. 4 THE WITNESS: Okay. Can you read 5 back the question from before? 6 (The record was read by the 7 reporter as requested: "Q. What 8 communications were you having with Rob 9 Weiser and the Weiser firm about potential 10 cases and other litigation to the extent that 11 you haven't already told me?") 12 A. There were numerous conversations 13 throughout the years. I don't recall with 14 specificity sitting right here right now. I 15 remember one in particular where Rob reached out 16 wishing me a Merry Christmas and Happy Holidays 17 and had a case that he was asking if we -- if I 18 knew a plaintiff for. 19 BY MR. ROSENZWEIG: 20 Q. And do you recall what matter that was? 21 A. I don't. And the dates are -- what are 22 the dates? Let's see, into 2012. So does that 23 mean from 2009 into 2012? 24 Q. Let's agree that's what that means.</p>
Page 127	Page 129
<p>1 we are referring to specifically numbered 2 Answers to the Complaint, can we make the 3 Complaint available to him to put it in 4 context? It might not need the context but 5 just in case. 6 MR. ROSENZWEIG: Of course we can. 7 So in, I believe in every binder at the 8 beginning of the binder is the Verified 9 Amended Complaint which is a document, 10 Document 69 filed January 21, 2021. And yes, 11 the Amended Complaint was filed January of 12 '21. The Answer is July of '22. That's not 13 me misspeaking. And that's a 61-page 14 document without exhibits. 15 MR. MERRIGAN: Is that a tab in the 16 binder? 17 MR. McGOWAN: They were clipped. 18 MR. MERRIGAN: I didn't get it at 19 least. I don't know if Michael has it. 20 THE WITNESS: I don't have it. 21 MR. MERRIGAN: I will just look 22 over your shoulder. 23 MR. ROSENZWEIG: Paragraphs 42 24 through 47. Do you want a second set?</p>	<p>1 A. Okay. There were several occasions 2 where we had conversations and we had e-mail 3 correspondence regarding other cases, other cases 4 that I am sure, like I testified to earlier, that 5 I was aggrieved or wronged and thought that action 6 should be taken to try to stop a corporation or 7 company from doing something. Like comes to mind 8 like Hewlett Packard with their ink cartridges and 9 how all of the ink stopped working when one 10 cartridge would run out. There were all kinds -- 11 there were times just through the course of 12 business that I would recognize potential cases 13 that, that something needed to happen to correct 14 an abuse of a company or a corporation or an 15 action. 16 I remember the correspondence 17 asking if we knew of a plaintiff, or if I knew of 18 a plaintiff. I think maybe David Sachs was 19 involved in that request as well. So, there 20 was -- there were numerous times that we 21 communicated and had correspondence. 22 Q. Okay. And that was -- those things 23 occurred -- those communications occurred despite 24 the fact that Rob Weiser and the Weiser Law Firm</p>

33 (Pages 126 - 129)

<p style="text-align: right;">Page 130</p> <p>1 were not representing you, correct?</p> <p>2 A. Correct.</p> <p>3 Q. And before the Silow controversy in the</p> <p>4 Sprint/Nextel case?</p> <p>5 A. Yes.</p> <p>6 Q. Let me turn your attention --</p> <p>7 A. Can I add to that as well?</p> <p>8 Q. You can, yes.</p> <p>9 A. Sorry. So there was also during the</p> <p>10 time of this -- I don't know what year it was but</p> <p>11 during the time of the Sprint litigation there</p> <p>12 were also e-mails that Rob sent me that were --</p> <p>13 where I had questions or where he was helpful to</p> <p>14 me and gave me some case law or gave me some cases</p> <p>15 to look up, and I think that pertained to the</p> <p>16 Sirius XM case I believe.</p> <p>17 Q. Okay. Anything more you wanted to add?</p> <p>18 A. No, that's all.</p> <p>19 Q. Let me turn your attention to Paragraphs</p> <p>20 95 and 96, Page 14 of this --</p> <p>21 A. I am there.</p> <p>22 Q. -- Hartleib-34 document. You can look</p> <p>23 at the Amended Complaint and then you can look at</p> <p>24 your answers to those paragraphs.</p>	<p style="text-align: right;">Page 132</p> <p>1 that they deemed important or not.</p> <p>2 Q. And why was it important to you that</p> <p>3 these other courts have this information?</p> <p>4 A. Because I didn't want other shareholders</p> <p>5 harmed. I didn't want valid claims jettisoned for</p> <p>6 the sole purpose of lawyers making millions of</p> <p>7 dollars.</p> <p>8 Q. And how did you determine which other</p> <p>9 courts you provided this information to?</p> <p>10 A. I would be provided information from</p> <p>11 other parties, I would do research, I had holdings</p> <p>12 in other companies in which they filed, that there</p> <p>13 were claims or cases filed. So it was in</p> <p>14 different ways.</p> <p>15 Q. Okay. Let me turn your attention to</p> <p>16 Paragraph 100 and your answer that's on Page 15 of</p> <p>17 37 of the Answer. And of course you could look at</p> <p>18 the corresponding paragraph of the Complaint.</p> <p>19 Let me know when you have had</p> <p>20 adequate time to review those.</p> <p>21 A. Yes, I have read it.</p> <p>22 Q. Okay. In Paragraph 100 you state,</p> <p>23 "Defendant sought to make sure that other</p> <p>24 jurisdictions and other parties did not fall</p>
<p style="text-align: right;">Page 131</p> <p>1 A. Okay.</p> <p>2 Q. Okay. You state in Paragraph 95 and 96</p> <p>3 of your answer that "Defendant sought to ensure</p> <p>4 that other courts were aware of Plaintiff's</p> <p>5 unethical and improper practices."</p> <p>6 Is that a correct recitation of</p> <p>7 what each Paragraphs 95 and 96 state?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. What did you do to ensure that</p> <p>10 courts were aware of these assertions by you other</p> <p>11 than filing amicus briefs? What, if anything, did</p> <p>12 you do other than filing amicus briefs?</p> <p>13 A. Provided the pertinent pleadings and</p> <p>14 documents, orders from Judge Vano, syllabus from</p> <p>15 the Appellate Court, provided all of the</p> <p>16 documentation as testified to before so that the</p> <p>17 judge could make their own decision. Despite the</p> <p>18 language or my recitation of facts in the amicus</p> <p>19 briefs, I provided all of the pleadings, orders,</p> <p>20 rulings, syllabus that were the facts that I based</p> <p>21 my amicus brief on so that way the judge could</p> <p>22 read through. If they didn't agree with my</p> <p>23 recitation of facts, they had the facts there to</p> <p>24 make their determination if it was information</p>	<p style="text-align: right;">Page 133</p> <p>1 victim to Plaintiffs or the cohorts."</p> <p>2 Do you see that?</p> <p>3 A. Yes.</p> <p>4 Q. Did I read it accurately?</p> <p>5 A. Yes.</p> <p>6 Q. What did you mean by "Plaintiffs or the</p> <p>7 cohorts"?</p> <p>8 A. All of the firms that were acting as one</p> <p>9 or what I believe to be acting as one, plaintiffs</p> <p>10 that are not involved in the cases in any way,</p> <p>11 plaintiffs that don't know the facts of the case.</p> <p>12 I mean you have to ask yourself why</p> <p>13 would these firms not want a plaintiff like myself</p> <p>14 that's going to fight and knows all of the facts</p> <p>15 probably better than anybody in the country to get</p> <p>16 real reform and seek recompense for the</p> <p>17 corporation and the shareholders that were harmed.</p> <p>18 Why would they want someone that's completely</p> <p>19 disinterested at best, at worst, something else?</p> <p>20 Q. What did you mean by the use of the term</p> <p>21 "other parties"? You say, "Defendants sought to</p> <p>22 make sure that other jurisdictions and other</p> <p>23 parties did not fall victim to Plaintiffs or the</p> <p>24 cohorts."</p>

34 (Pages 130 - 133)

<p style="text-align: right;">Page 134</p> <p>1 Who are the other parties?</p> <p>2 A. Other shareholders.</p> <p>3 Q. Okay.</p> <p>4 A. Corporations.</p> <p>5 Q. What do you mean by "other</p> <p>6 jurisdictions"?</p> <p>7 A. Other states, other, other cases in</p> <p>8 other states.</p> <p>9 Q. How did you determine which other</p> <p>10 parties and which other jurisdictions you needed</p> <p>11 to make aware of the happenings in the</p> <p>12 Sprint/Nextel case?</p> <p>13 A. I already answered that.</p> <p>14 Q. Well, but I'm asking in the context of</p> <p>15 this Paragraph 100.</p> <p>16 A. It's the same answer as before.</p> <p>17 Q. Okay. I asked you not about other</p> <p>18 jurisdictions and other parties so, unfortunately,</p> <p>19 I have to ask it again?</p> <p>20 A. Okay. Can you repeat the question?</p> <p>21 (The record was read by the</p> <p>22 reporter as requested: "Q. How did you</p> <p>23 determine which other parties and which other</p> <p>24 jurisdictions you needed to make aware of the</p>	<p style="text-align: right;">Page 136</p> <p>1 A. Yes, I have it.</p> <p>2 BY MR. ROSENZWEIG:</p> <p>3 Q. Okay, great. It's an e-mail from you to</p> <p>4 Rob Weiser, Friday, August 17, 2018 10:45 p.m. to</p> <p>5 Rob Weiser, copy to Brett Stecker, Subject</p> <p>6 Forthcoming Hearing.</p> <p>7 Did you send that e-mail to Mr.</p> <p>8 Weiser?</p> <p>9 A. Yes.</p> <p>10 Q. You asked Mr. Weiser if he would be at</p> <p>11 the Witmer versus Steven hearing on the 27th,</p> <p>12 correct?</p> <p>13 A. Correct.</p> <p>14 Q. What is the Witmer versus Steven case?</p> <p>15 A. I don't recall. But I believe it was in</p> <p>16 the Central District of California, so in my</p> <p>17 backyard. It was in Santa Ana I believe.</p> <p>18 Q. Could it be the Witmer versus Sugarman</p> <p>19 case?</p> <p>20 A. Could be.</p> <p>21 Q. Okay. But you don't know as you sit</p> <p>22 here?</p> <p>23 A. I mean Sugarman sounds familiar. If you</p> <p>24 told me the name of the company, you know, it</p>
<p style="text-align: right;">Page 135</p> <p>1 happenings in the Sprint/Nextel case?")</p> <p>2 A. I had access to Pacer, I had holdings in</p> <p>3 other companies, I had people giving me</p> <p>4 information. The same answer as I previously</p> <p>5 testified to.</p> <p>6 BY MR. ROSENZWEIG:</p> <p>7 Q. Let me go back to Paragraph 97 if I</p> <p>8 could. In Paragraph 97 of your answer, Page 14 of</p> <p>9 that Answer you admit that you sent the referenced</p> <p>10 e-mail, and that would be an e-mail to Rob Weiser</p> <p>11 of August 17, 2018 which was attached to the</p> <p>12 Amended Complaint as Exhibit-20.</p> <p>13 MR. MERRIGAN: The exhibits aren't</p> <p>14 on here.</p> <p>15 MR. ROSENZWEIG: No, but it's in</p> <p>16 the binder. I'm going to take you to it.</p> <p>17 MR. MERRIGAN: I was just telling</p> <p>18 Michael.</p> <p>19 MR. ROSENZWEIG: So Mr. Hartleib,</p> <p>20 I'm going to mark the August 17, 2018 e-mail</p> <p>21 from you to Rob Weiser as Hartleib-35 and I'm</p> <p>22 going to direct you to it as Tab 20.</p> <p>23 (Exhibit No. Hartleib-35, 8/17/18</p> <p>24 E-Mail, was marked for identification.)</p>	<p style="text-align: right;">Page 137</p> <p>1 would help if the caption -- if I knew which</p> <p>2 corporation it was in regards to.</p> <p>3 Q. In this e-mail you write, "We will be</p> <p>4 forced to deal with each other for the foreseeable</p> <p>5 future."</p> <p>6 A. Yes.</p> <p>7 Q. What did you mean by that?</p> <p>8 A. I think litigation had commenced, you</p> <p>9 know, at that point in time. I think we were</p> <p>10 involved in litigation, or at least good faith</p> <p>11 contemplation of litigation.</p> <p>12 Q. Okay. And you also reference in the</p> <p>13 very last sentence of this e-mail, "That said,</p> <p>14 other action is eminent."</p> <p>15 A. Right.</p> <p>16 Q. What did you mean by "other action is</p> <p>17 eminent"?</p> <p>18 A. Probably the lawsuit that was filed in</p> <p>19 Kansas I would guess.</p> <p>20 Q. By you?</p> <p>21 A. Yes.</p> <p>22 Q. I'm not trying to quibble, nor am I</p> <p>23 trying to be disrespectful. Did you mean imminent</p> <p>24 instead of eminent?</p>

35 (Pages 134 - 137)

<p style="text-align: right;">Page 138</p> <p>1 A. Yes. I would like to point out that</p> <p>2 these are just e-mails. They are not a pleading.</p> <p>3 Q. I have refrained from pointing out</p> <p>4 errors in pleadings.</p> <p>5 A. You pointed out a few.</p> <p>6 Q. A few but not all.</p> <p>7 A. There's not too many. It's not too bad.</p> <p>8 Q. In paragraph --</p> <p>9 A. Remember, I'm not a lawyer.</p> <p>10 Q. I do remember that.</p> <p>11 In your answer to Paragraph 99,</p> <p>12 Page 14 of 37.</p> <p>13 A. Yes, I see it.</p> <p>14 Q. And you have looked at the corresponding</p> <p>15 allegation in the Complaint?</p> <p>16 A. Yes.</p> <p>17 Q. So in your answer Paragraph 99 you admit</p> <p>18 that you were not a named party in the LC or A10</p> <p>19 cases, correct?</p> <p>20 A. Correct.</p> <p>21 Q. And it is also true that you were not a</p> <p>22 shareholder in those underlying corporations?</p> <p>23 A. I -- sitting here today I don't even</p> <p>24 know what they are.</p>	<p style="text-align: right;">Page 140</p> <p>1 was a reason that I wrote the e-mail but I don't</p> <p>2 know. I do know who Judge Carney is.</p> <p>3 Q. Okay. Who is Judge Carney?</p> <p>4 A. Judge Carney is a judge that I am</p> <p>5 familiar with in the Central District of</p> <p>6 California. I believe it's Comac Carney or</p> <p>7 something to that effect.</p> <p>8 Q. Okay.</p> <p>9 A. Cormac or, yeah.</p> <p>10 Q. I want to take you fast forward to</p> <p>11 Paragraph 145 of your Answer, Page 20 of 37.</p> <p>12 A. I'm sorry, Phil, what number?</p> <p>13 MR. MERRIGAN: This one.</p> <p>14 A. 145?</p> <p>15 BY MR. ROSENZWEIG:</p> <p>16 Q. 145, yes.</p> <p>17 A. Okay.</p> <p>18 Q. Mr. Hartleib, you admit that you</p> <p>19 commenced litigation against Rob Weiser and the</p> <p>20 Weiser Law Firm in Kansas in 2018, correct?</p> <p>21 A. And I believe Ross-Williams, the</p> <p>22 plaintiff in the --</p> <p>23 Q. Was also a defendant?</p> <p>24 A. I believe so, yes.</p>
<p style="text-align: right;">Page 139</p> <p>1 Q. Okay.</p> <p>2 A. I don't believe I filed anything. I</p> <p>3 don't, I don't know why we are even talking about</p> <p>4 it.</p> <p>5 MR. MERRIGAN: And it may be that</p> <p>6 it's a different question and that's fine. I</p> <p>7 just want to object to the extent if you're</p> <p>8 referring that the pleadings say that he</p> <p>9 wasn't a shareholder, that's not what they</p> <p>10 say.</p> <p>11 MR. ROSENZWEIG: No, I'm asking him</p> <p>12 whether he was, right.</p> <p>13 MR. MERRIGAN: And that's fine. I</p> <p>14 just wanted to make sure it was clear.</p> <p>15 BY MR. ROSENZWEIG:</p> <p>16 Q. What did you mean when you wrote, "We</p> <p>17 can discuss my concerns with LC, A10 and several</p> <p>18 other companies in which I am a shareholder"?</p> <p>19 MR. MERRIGAN: If you want to look</p> <p>20 at the e-mail that you have your hand on.</p> <p>21 BY MR. ROSENZWEIG:</p> <p>22 Q. Right, referring back to Hartleib-35.</p> <p>23 A. Without knowing what cases they were</p> <p>24 sitting here today, I don't know. Obviously there</p>	<p style="text-align: right;">Page 141</p> <p>1 Q. Yes. Did your counsel, Mr. Protzman,</p> <p>2 discuss with you that he had made a monetary</p> <p>3 demand from the Weiser firm and -- the Weiser Law</p> <p>4 Firm and Rob Weiser prior to filing that</p> <p>5 Complaint?</p> <p>6 MR. MERRIGAN: Object to the form</p> <p>7 of the question as that calls for</p> <p>8 attorney-client privilege information.</p> <p>9 BY MR. ROSENZWEIG:</p> <p>10 Q. So I am going to withdraw it and ask it</p> <p>11 to you this way. Did you direct Mr. Protzman to</p> <p>12 make a demand for money prior to filing the</p> <p>13 Complaint against the Weiser Law Firm?</p> <p>14 MR. MERRIGAN: Same objection.</p> <p>15 BY MR. ROSENZWEIG:</p> <p>16 Q. Did you want a monetary settlement from</p> <p>17 Mr. Weiser and the Weiser Law Firm prior to the</p> <p>18 filing of the Complaint against them in Kansas?</p> <p>19 MR. MERRIGAN: Object to the form.</p> <p>20 But you can answer.</p> <p>21 A. I left that up to my attorney and I</p> <p>22 believe you as you were representing Mr. Weiser at</p> <p>23 the time. I believe that you had discussions with</p> <p>24 Mr. Protzman. I don't believe that -- yeah, I</p>

36 (Pages 138 - 141)

Page 142	Page 144
<p>1 believe that that was something was handled by the 2 attorney and you. 3 Q. I'm sorry, did you finish? 4 A. Yes. 5 MR. MERRIGAN: He did. 6 THE WITNESS: I mean isn't it 7 customary for an attorney to provide a copy 8 of something before it is filed? 9 MR. MERRIGAN: You're answering 10 questions, not asking them. I'm not even 11 sure what you're asking about right now. 12 MR. ROSENZWEIG: Just let the 13 record reflect that Mr. Hartleib was looking 14 directly at Mr. Merrigan when he just spoke. 15 That was not in response to anything that I 16 said or directed at me. So, thanks for that. 17 BY MR. ROSENZWEIG: 18 Q. Mr. Hartleib, in your Answer you have 19 asserted a litigation privilege for whatever was 20 filed in the context of the Kansas litigation 21 which was Hartleib versus Robert Weiser, the 22 Weiser Law Firm and Monica Ross-Williams. Without 23 asking you for advice of counsel, can you tell me 24 what the basis of your assertion of litigation to</p>	<p>1 MR. MERRIGAN: So not 2 attorney-client privilege, litigation 3 privilege. And same objection to the extent 4 I need to make it. 5 A. Well, it's my understanding that you 6 don't even need to have a Complaint filed. If 7 there's good faith contemplation of litigation 8 there is some privilege that extends just for the 9 contemplation of litigation. I believe there's 10 case law that supports that. 11 BY MR. ROSENZWEIG: 12 Q. Mr. Hartleib, is it your intention to, I 13 will call it your present intention to continue to 14 file amicus briefs in shareholder derivative 15 litigations in which Rob Weiser or the Weiser Law 16 Firm are either seeking or are appointed lead 17 counsel or co-lead counsel to assert the issues 18 of -- the issues which you have identified arising 19 from and related to the Sprint/Nextel derivative 20 litigation? 21 MR. MERRIGAN: I'm going to object 22 and at least as stated instruct my client not 23 to answer. I don't see how that question 24 even has a good faith potential to lead to</p>
Page 143	Page 145
<p>1 those pleadings was? 2 MR. MERRIGAN: I'm going to object 3 that it calls for a legal conclusion. 4 But you can answer to the extent 5 you can. 6 A. You're asking me to describe what I 7 think litigation privilege is? 8 BY MR. ROSENZWEIG: 9 Q. No, not broadly. I'm asking the basis 10 on which litigation privilege was asserted, your 11 understanding of the basis on which litigation 12 privilege was asserted with respect to your Kansas 13 lawsuit against Weiser and the Weiser Law Firm. 14 MR. MERRIGAN: Same objection. 15 But you can answer. 16 A. Any communications I have with counsel 17 is protected or privileged. 18 BY MR. ROSENZWEIG: 19 Q. I'm not, I'm not asking you for any 20 communications you have had with counsel, either 21 Mr. Protzman or Mr. Merrigan. I'm asking you 22 about the broad assertion of litigation privilege 23 regarding the public pleadings that were filed in 24 the Kansas lawsuit where you were the Plaintiff.</p>	<p>1 discoverable relevant or admissible evidence 2 in this case when we are talking about the 3 future which this case is not about. This 4 case is about the past. 5 MR. ROSENZWEIG: Well, I think 6 that's also not correct. I think that the 7 claims that are what I will call per orders 8 of the Court the surviving claims in this 9 case your statement would be correct. But 10 with respect to other claims that were made 11 in this case which may still find the light 12 of day before a Court the question is spot on 13 and is absolutely about discoverable relevant 14 evidence. 15 MR. MERRIGAN: Well, if they find 16 the light of day some day maybe he will 17 answer the question. Today he is not 18 answering. 19 MR. ROSENZWEIG: So you are 20 continuing to instruct him not to answer. 21 MR. MERRIGAN: I am. 22 MR. ROSENZWEIG: Okay. Well, then 23 we will seek redress with that. 24 I would like five minutes. So we</p>

37 (Pages 142 - 145)

<p style="text-align: right;">Page 146</p> <p>1 are going to take a short break.</p> <p>2 MR. MERRIGAN: Sure.</p> <p>3 (A brief recess was held at this</p> <p>4 time.)</p> <p>5 BY MR. ROSENZWEIG:</p> <p>6 Q. Mr. Hartleib, as we sit here today are</p> <p>7 there any other facts or circumstances about which</p> <p>8 you claim that Rob Weiser or the Weiser Law Firm</p> <p>9 did wrong in any case other than the Sprint/Nextel</p> <p>10 case?</p> <p>11 A. I have no idea.</p> <p>12 Q. In each instance where you have filed an</p> <p>13 amicus brief or an objection since the</p> <p>14 Sprint/Nextel case is it your view of the facts</p> <p>15 and circumstances of the Sprint/Nextel case that</p> <p>16 you continue to raise in such subsequent filings?</p> <p>17 Does that make sense?</p> <p>18 MR. MERRIGAN: I don't understand</p> <p>19 the question.</p> <p>20 But if you understand it.</p> <p>21 A. I didn't understand it. Sorry.</p> <p>22 BY MR. ROSENZWEIG:</p> <p>23 Q. No, that's okay. I mean you're allowed</p> <p>24 to say that.</p>	<p style="text-align: right;">Page 148</p> <p>1 cases. I can't sit here today and tell you what</p> <p>2 the relief was that was obtained, nor if the fees</p> <p>3 were commensurate with that relief because I</p> <p>4 believe that the majority of the filings were done</p> <p>5 after those decisions had already been made.</p> <p>6 Q. You have testified, Mr. Hartleib, that</p> <p>7 you are a shareholder in various other</p> <p>8 corporations --</p> <p>9 A. Correct.</p> <p>10 Q. -- in which there has been derivative</p> <p>11 litigation.</p> <p>12 A. Correct.</p> <p>13 Q. Can you tell me as you sit here today</p> <p>14 whether you have any specific allegations or</p> <p>15 complaints about Rob Weiser or the Weiser Law Firm</p> <p>16 with respect to their conduct in the context of</p> <p>17 any of those cases that does not have to do with</p> <p>18 reraising Sprint/Nextel issues of which you are</p> <p>19 aware?</p> <p>20 A. I am not aware of any now but I can't</p> <p>21 really answer that unless I went back and audited</p> <p>22 the settlements and what was obtained in those</p> <p>23 settlements and whether or not the fees were</p> <p>24 commensurate with the relief obtained.</p>
<p style="text-align: right;">Page 147</p> <p>1 When you have filed amicus briefs</p> <p>2 or objections in cases subsequent to</p> <p>3 Sprint/Nextel, are the assertions, allegations,</p> <p>4 arguments you make in those amicus briefs or</p> <p>5 objections largely about the events which happened</p> <p>6 in the context of Sprint/Nextel?</p> <p>7 A. Yes.</p> <p>8 Q. Are there any other cases other than</p> <p>9 Sprint/Nextel in which you have specific complaint</p> <p>10 about the Weiser firm's or Rob Weiser's conduct in</p> <p>11 such other case?</p> <p>12 MR. MERRIGAN: Object.</p> <p>13 But you can answer.</p> <p>14 A. As we sit here today?</p> <p>15 BY MR. ROSENZWEIG:</p> <p>16 Q. Yes.</p> <p>17 A. The answer is I don't know, meaning the</p> <p>18 cases that I filed the amicus briefs in my intent</p> <p>19 was to simply notify the Court as to what happened</p> <p>20 in Kansas and give that Court the information to</p> <p>21 determine whether or not it was relevant to their</p> <p>22 decisions, whether it be the fees and the scrutiny</p> <p>23 of the fee requests or lead appointment of lead</p> <p>24 counsel. So I don't know the relief in those</p>	<p style="text-align: right;">Page 149</p> <p>1 Q. Did you object to any other settlements</p> <p>2 or attorneys fees awards in any other derivative</p> <p>3 shareholder litigation after Sprint/Nextel?</p> <p>4 A. No.</p> <p>5 Q. Did you object to any settlements or</p> <p>6 attorneys fees awards in derivative shareholder</p> <p>7 cases prior to and leading into but not including</p> <p>8 Sprint/Nextel?</p> <p>9 MR. MERRIGAN: So before.</p> <p>10 MR. ROSENZWEIG: Prior. What?</p> <p>11 MR. MERRIGAN: So you're just</p> <p>12 asking if he ever did it before</p> <p>13 Sprint/Nextel.</p> <p>14 MR. ROSENZWEIG: Yes.</p> <p>15 A. Yes.</p> <p>16 BY MR. ROSENZWEIG:</p> <p>17 Q. In which other cases?</p> <p>18 A. Sirius XM.</p> <p>19 Q. What was the basis of your objection?</p> <p>20 A. We are going back a long time. But the</p> <p>21 basis of the objection is Plaintiff's counsel</p> <p>22 abandoned, much like this case, the meritorious</p> <p>23 claims of the Complaint for I believe it was a</p> <p>24 \$2 million attorneys fee award or thereabouts, did</p>

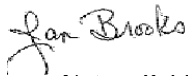
38 (Pages 146 - 149)

<p style="text-align: right;">Page 150</p> <p>1 not seek injunctive relief as was pled in the</p> <p>2 Complaint, and then come to find out had a</p> <p>3 Plaintiff that didn't own a single share of stock</p> <p>4 and lacked standing.</p> <p>5 Q. And who was that Plaintiff's counsel?</p> <p>6 A. That was the Robbins Umeda and Fink</p> <p>7 firm.</p> <p>8 Q. That was -- thank you for that answer.</p> <p>9 And for further clarity, that was not Rob Weiser</p> <p>10 or the Weiser Law Firm?</p> <p>11 A. No.</p> <p>12 Q. Okay. Other than Sprint/Nextel which we</p> <p>13 have discussed at length and Sirius XM, can you</p> <p>14 tell me of any other instance where you, Michael</p> <p>15 Hartleib, filed objections to either the terms of</p> <p>16 the settlement or the award of attorneys fees in a</p> <p>17 shareholder derivative suit?</p> <p>18 A. Yes.</p> <p>19 Q. What other cases?</p> <p>20 A. A case against State Farm Insurance</p> <p>21 Corporation.</p> <p>22 Q. Okay. Can you tell me the facts and</p> <p>23 circumstances surrounding that objection and what</p> <p>24 -- and to what you objected?</p>	<p style="text-align: right;">Page 152</p> <p>1 Q. Okay. And who was the Plaintiff's</p> <p>2 counsel in that firm -- in that case?</p> <p>3 A. I don't recall. It was in, I believe it</p> <p>4 was is Santa Clara County Court. Maybe I will</p> <p>5 think of it but right now I don't recall.</p> <p>6 Q. And, again, this is prior to your</p> <p>7 objection in Sprint/Nextel?</p> <p>8 A. Yes.</p> <p>9 Q. Any other cases in which you, Michael</p> <p>10 Hartleib, filed an objection to either a</p> <p>11 settlement or a fee award in a shareholder</p> <p>12 derivative action?</p> <p>13 A. I don't think so. But I almost forgot</p> <p>14 about the State Farm case. So I am not certain</p> <p>15 but I think that's all.</p> <p>16 Q. Okay. So is it fair to say that in your</p> <p>17 many years of activity in the shareholder</p> <p>18 derivative litigation universe that there are</p> <p>19 three cases in which you can recall filing an</p> <p>20 objection to either a settlement or a fee award or</p> <p>21 both, and that would be the State Farm case, the</p> <p>22 Sirius XM case and the Sprint/Nextel case?</p> <p>23 A. I believe there was more than one Sirius</p> <p>24 XM case. I believe there were two, State Court</p>
<p style="text-align: right;">Page 151</p> <p>1 A. Well, the objection encompassed a wide</p> <p>2 variety of concerns. There was no oversight to</p> <p>3 ensure settlement funds were properly distributed.</p> <p>4 There was no consideration given for property</p> <p>5 damage. They were depreciating property based on</p> <p>6 its age and you would get a depreciated amount if</p> <p>7 you didn't repurchase and replace said property.</p> <p>8 But I use an example like an</p> <p>9 expensive designing room set. An expensive dining</p> <p>10 room set, if it's fine quality furniture it</p> <p>11 doesn't depreciate in value generally. It</p> <p>12 increases in value or retains its value, right.</p> <p>13 So, those are a couple. There were</p> <p>14 a whole bunch of problems, and I would have to get</p> <p>15 my pleading out to remember what all of them were.</p> <p>16 But there were several major, major issues with</p> <p>17 that settlement. Counsel had to completely</p> <p>18 redraft the settlement because of my objections.</p> <p>19 And I also objected to the size of</p> <p>20 the fee award. I appeared at the fairness hearing</p> <p>21 and I believe, if I am not mistaken, the fee award</p> <p>22 was reduced by 5 or \$6 million.</p> <p>23 Q. Do you recall from what to what?</p> <p>24 A. I don't.</p>	<p style="text-align: right;">Page 153</p> <p>1 and Federal Court, two separate cases.</p> <p>2 Q. Okay. Anything else?</p> <p>3 A. One was an intervention in State Court</p> <p>4 where I attempted to intervene in the case. I did</p> <p>5 intervene in the case. The other was an objection</p> <p>6 to the settlement which interestingly made its way</p> <p>7 all the way to the United States Supreme Court.</p> <p>8 Q. On what grounds, if you recall?</p> <p>9 A. Not -- that wasn't because of my</p> <p>10 objection. But it was interesting. I was</p> <p>11 getting -- after I had filed an appeal I was</p> <p>12 getting letters from the United States Supreme</p> <p>13 Court and at the time I was still learning. I</p> <p>14 wasn't even certain what was going on. And then I</p> <p>15 realized I was a disinterested appellant. And Ted</p> <p>16 Frank, who was testified to earlier in the</p> <p>17 deposition, complained and filed a writ of</p> <p>18 certiorari.</p> <p>19 Q. Certiorari.</p> <p>20 A. Thank you. See, I'm not an attorney.</p> <p>21 And he objected to Judge Harold</p> <p>22 Baer's appointment of lead plaintiff counsel based</p> <p>23 on race and gender and it was deemed to be</p> <p>24 unconstitutional. And Judge D'Elia wrote a</p>

39 (Pages 150 - 153)

<p style="text-align: right;">Page 154</p> <p>1 scathing letter to Judge Baer, Judge Harold Baer 2 who is passed away now, and said if you do it 3 again we are going to hear the case. So they 4 admonished him which was unusual for them to do. 5 So that was interesting. So that was one of the 6 cases. The other case was a State case. 7 Q. Is the only case in which you filed an 8 objection to either the settlement or the 9 attorneys fee award in which the Weiser Law Firm 10 or Rob Weiser was involved the Sprint/Nextel case? 11 A. I think so. I don't think -- 12 Q. To the best of your knowledge. 13 A. Yes, I don't think Rob was ever involved 14 in any of the Sirius cases but I'm not positive. 15 I know that we talked about him getting involved. 16 I don't think that he ever did. So I think so, 17 yes. 18 Q. Okay. And I'm going to ask this 19 question one more time and then Mr. Merrigan is 20 going to likely instruct you not to answer. So I 21 caution you to not begin to answer and let 22 Mr. Merrigan do his job but I need a clear record 23 in this regard. 24 For any and all cases or let's just</p>	<p style="text-align: right;">Page 156</p> <p>1 BY MR. ROSENZWEIG: 2 Q. I am not sure what "I don't have 3 intentions either way" means. Can you explicate? 4 A. No, I think it's clear. Like I don't 5 have intentions either way. I can't answer that 6 question because you're asking me to foretell the 7 future which I can't do. It depends on a lot of 8 factors. 9 Q. What factors? 10 A. I will just leave it at what I said. 11 You know, if, if my interests are not being 12 properly represented and it warrants my time to 13 protect my interests. 14 Q. Okay. And just tell me how you are 15 defining your interests in the answer you just 16 gave me. 17 A. I think I have given you enough. I 18 think it's the best I can define it at this 19 particular point in time. I mean I'm already, you 20 know, not heeding counsel's advice. But the 21 honest answer is I can't tell the future. And as 22 we sit here today, I can't, you know, I can't give 23 you a definitive answer one way or another. 24 Q. If you are not a shareholder in a</p>
<p style="text-align: right;">Page 155</p> <p>1 leave it -- strike that. 2 For any case in which Rob Weiser or 3 the Weiser Law Firm is a Plaintiff's counsel in a 4 shareholder derivative action or whether they are 5 seeking to be appointed as co-lead counsel or lead 6 counsel in such a case do you intend to file 7 amicus briefs or other motions or pleadings to 8 raise your Sprint/Nextel concerns in such cases? 9 MR. MERRIGAN: I will maintain the 10 objection I stated previously on the record 11 to the same or similar question. However, 12 without waiving said objection, in the 13 interest of judicial economy I will allow my 14 client to answer. 15 A. The answer is I can't foretell the 16 future, so I don't know. You're asking me to 17 predict the future. 18 BY MR. ROSENZWEIG: 19 Q. I'm asking you to tell me your 20 intentions. 21 MR. MERRIGAN: Same objection. 22 But you can answer. 23 A. As we sit here today I don't have 24 intentions either way.</p>	<p style="text-align: right;">Page 157</p> <p>1 corporation which is the subject of a shareholder 2 derivative suit, do you have an interest in the 3 outcome of that suit based upon your use of the 4 term interest? 5 MR. MERRIGAN: Objection. 6 But you can answer. 7 A. My interest would be the interest of 8 jurisprudence as a whole in that regard, in that 9 specific scenario. 10 BY MR. ROSENZWEIG: 11 Q. Okay. But that would be an interest 12 that you view you have? 13 MR. MERRIGAN: Objection. 14 But you can answer. 15 BY MR. ROSENZWEIG: 16 Q. As jurisprudence as a whole? 17 A. Again, I have testified repeatedly that 18 I believe there are major problems with derivative 19 litigation and I would love to see some reform, 20 whether it be through legislative reform, 21 whether -- you know, I believe there needs to be 22 major reform. It is not serving the purpose for 23 which it was intended at this point in time in the 24 majority of cases. I can't say that all are that</p>

40 (Pages 154 - 157)

Page 158	Page 160																																																																																																									
<p>1 way. But the majority of cases it is my belief</p> <p>2 and my experience, firsthand experience that these</p> <p>3 cases are not achieving their intended purpose.</p> <p>4 MR. ROSENZWEIG: Thanks, Mr.</p> <p>5 Hartleib. I appreciate your time and I</p> <p>6 appreciate your appearance yesterday and</p> <p>7 today.</p> <p>8 That's it.</p> <p>9 THE WITNESS: Thank you.</p> <p>10 MR. MERRIGAN: No questions for me.</p> <p>11 Thank you.</p> <p>12 (The deposition was concluded at</p> <p>13 2:43 p.m.)</p> <p>14</p> <p>15</p> <p>16 -----</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p>1 CERTIFICATE OF DEPONENT</p> <p>2</p> <p>3 -----</p> <p>4</p> <p>5 I hereby acknowledge that I have read</p> <p>6 the foregoing transcript dated November 17, 2022,</p> <p>7 and the same is a true and correct transcription</p> <p>8 of the answers given by me to the questions</p> <p>9 propounded, except for the changes, if any, noted</p> <p>10 on the Errata Sheet.</p> <p>11</p> <p>12</p> <p>13 -----</p> <p>14</p> <p>15</p> <p>16 SIGNATURE:</p> <p>17 _____</p> <p>18 DATE:</p> <p>19 _____</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24 5584619</p>																																																																																																									
Page 159	Page 161																																																																																																									
<p>1 C E R T I F I C A T E</p> <p>2</p> <p>3 I do hereby certify that I am a</p> <p>4 Notary Public in good standing, that the</p> <p>5 aforesaid testimony was taken before me,</p> <p>6 pursuant to notice, at the time and place</p> <p>7 indicated; that said deponent was by me duly</p> <p>8 sworn to tell the truth, the whole truth,</p> <p>9 and nothing but the truth; that the</p> <p>10 testimony of said deponent was correctly</p> <p>11 recorded in machine shorthand by me and</p> <p>12 thereafter transcribed under my supervision</p> <p>13 with computer-aided transcription; that the</p> <p>14 deposition is a true and correct record of</p> <p>15 the testimony given by the witness; and that</p> <p>16 I am neither of counsel nor kin to any party</p> <p>17 in said action, nor interested in the</p> <p>18 outcome thereof.</p> <p>19</p> <p>20 WITNESS my hand and official seal</p> <p>21 this 29th day of November, 2022.</p> <p>22</p> <p>23 </p> <p>24 Notary Public</p>	<p>1 ERRATA SHEET</p> <p>2 -----</p> <p>3</p> <table border="1"> <thead> <tr> <th>4</th> <th>PAGE</th> <th>LINE</th> <th>CORRECTION</th> <th>REASON FOR CORRECTION</th> </tr> </thead> <tbody> <tr><td>5</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>6</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>7</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>8</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>9</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>10</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>11</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>12</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>13</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>14</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>15</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>16</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>17</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>18</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>19</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>20</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>21</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>22</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>23</td><td>___</td><td>___</td><td>_____</td><td>_____</td></tr> <tr><td>24</td><td>5584619</td><td></td><td></td><td></td></tr> </tbody> </table>	4	PAGE	LINE	CORRECTION	REASON FOR CORRECTION	5	___	___	_____	_____	6	___	___	_____	_____	7	___	___	_____	_____	8	___	___	_____	_____	9	___	___	_____	_____	10	___	___	_____	_____	11	___	___	_____	_____	12	___	___	_____	_____	13	___	___	_____	_____	14	___	___	_____	_____	15	___	___	_____	_____	16	___	___	_____	_____	17	___	___	_____	_____	18	___	___	_____	_____	19	___	___	_____	_____	20	___	___	_____	_____	21	___	___	_____	_____	22	___	___	_____	_____	23	___	___	_____	_____	24	5584619			
4	PAGE	LINE	CORRECTION	REASON FOR CORRECTION																																																																																																						
5	___	___	_____	_____																																																																																																						
6	___	___	_____	_____																																																																																																						
7	___	___	_____	_____																																																																																																						
8	___	___	_____	_____																																																																																																						
9	___	___	_____	_____																																																																																																						
10	___	___	_____	_____																																																																																																						
11	___	___	_____	_____																																																																																																						
12	___	___	_____	_____																																																																																																						
13	___	___	_____	_____																																																																																																						
14	___	___	_____	_____																																																																																																						
15	___	___	_____	_____																																																																																																						
16	___	___	_____	_____																																																																																																						
17	___	___	_____	_____																																																																																																						
18	___	___	_____	_____																																																																																																						
19	___	___	_____	_____																																																																																																						
20	___	___	_____	_____																																																																																																						
21	___	___	_____	_____																																																																																																						
22	___	___	_____	_____																																																																																																						
23	___	___	_____	_____																																																																																																						
24	5584619																																																																																																									

[& - 3:30]

Page 1

&	145 140:11,14,16	95:24 98:3	29th 159:21
& 2:14	15 20:5 32:16	108:18 112:21	2:19 1:5
0	35:1 48:20 60:5	135:11,20 136:4	2:43 158:13
02728 1:5	98:3 132:16	140:20	3
03 91:17	1600 2:17	2019 10:5 24:19	3/13/18 3:17
1	166 123:6	2021 127:10	79:1
1 87:8 89:2	17 1:8 7:6	2022 1:8 123:8	3/22/18 3:22
92:17	135:11,20 136:4	159:21 160:6	108:12
1.7 33:17 101:4	160:6	21 96:12,19,21	3/5/19 9:17,20
106:1	1800 1:20	127:10,12	3/6/19 9:13,14
10 34:20,21,24	1801 1:19	215.735.3994	30 3:20 45:10,15
100 33:8 34:10	19103 1:21	2:19	94:15,16 95:2,13
85:12,18 86:24	19107 2:18	22 51:6 93:4	300 1:13 2:6
132:16,22	19406 2:8	108:18 127:12	63:6
134:15	1987 44:18	23 3:13 6:13,14	31 3:21 87:6,23
108 3:22	2	6:18 7:1 20:18	88:15 95:3
10:00 1:15	2 6:9 26:23 31:4	25:19 31:5	96:13,14,18
10:27 93:21	92:16 99:14	56:20 108:11	97:16 99:4
10:45 136:4	149:24	24 3:14 38:9	105:19
10b 15:6	2/22/18 3:15	40:6,10,23 56:14	32 3:22 108:11
11 25:19,20	50:10	56:24 57:4,20	108:12
11/6/18 3:20	20 135:12,22	63:11 72:8 73:5	33 3:24 112:12
94:16	140:11	73:20 74:10	112:13
112 3:24	2009 128:23	112:11	34 4:9 122:12,13
11:28 79:23	2012 126:8	25 3:15 50:9,10	123:3 125:2
11:29 94:22	128:22,23	50:16	130:22
11:41 108:19	2017 43:17 44:2	26 3:16 6:12,13	35 4:11 56:3
121 2:16	61:10 80:9	6:17 20:20 56:4	63:5 74:7
122 4:9	2018 51:6 56:14	56:5 62:1 74:6	135:21,23
13 79:22 83:14	56:20,24 57:4,20	78:24	139:22
13279 159:23	62:1 63:12 64:3	27 3:17 38:8	36 50:8
135 4:11	72:8 73:6 74:10	40:9 73:10 74:3	37 73:9 123:9
14 90:9 91:17	77:10 79:22	79:1,11,11	126:1,2 132:17
93:20 94:4 95:1	82:23 83:15	27th 136:11	138:12 140:11
95:11 130:20	90:9 91:17,21,23	28 3:18 89:24	39 79:4
135:8 138:12	93:4,20 94:4,8	90:1	3:30 57:1
	94:22 95:1,2,13	29 3:19 92:8,9,22	
		95:12	

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1543

[3:31 - actual]

Page 2

3:31 73:21	56 3:16	9:18 51:7	accurate 17:13
3:35 63:11	6	9:23 56:20	17:21 101:16,21
4	6 3:13 10:4	9:48 93:4	accurately 41:12
4 101:22	24:19 94:22	a	43:10 75:3
4.5 18:21 23:21	95:2,12,24 123:8	a.m. 1:15 56:20	133:4
102:19 106:2	151:22	57:1,4 63:11	achievable 33:21
4/5/18 3:24	6,905 34:5	73:6,21 90:9	achieving 158:3
112:13	61 127:13	93:4,14 94:22	acknowledge
40 3:14 89:23,23	610.263.0115 2:9	112:21	160:5
400 112:8	69 127:10	a10 138:18	acknowledged
41 40:23 92:7	6:53 93:14	139:17	73:1
42 41:1 125:19	7	abandoned	acquaint 6:19
126:5,12 127:23	7 125:20,20	149:22	act 55:23
128:2	126:2	abelson 44:16	acted 71:17
43 43:3 45:8	700 122:22	50:19,23 51:1,10	acting 108:7,8
94:14 122:7,7	79 3:17	51:13,18 54:22	133:8,9
126:12	8	55:2,3,20 57:3,9	action 1:3 15:6,6
44 126:12	8 32:24,24 97:4	59:17 60:15	16:2 21:8 46:9
45 126:12	97:22	61:8 62:6 67:9	87:13,22 88:7,12
46 126:12	8/17/18 4:11	67:14 71:4,14	88:13,24 89:9
47 45:22,22	135:23	72:10 73:1,3	109:23 110:24
125:19 126:5,12	8:01:38 90:9	78:1,6,8,14,18	115:17 116:13
127:24 128:2	9	90:14 93:10	117:10 129:5,15
49 78:23 79:3	9 33:2 34:16	98:12,12	137:14,16
4:02 112:21	90 3:18 14:18	able 36:22 42:4	152:12 155:4
4:31 56:14 57:21	900 1:13 2:7	absolutely 87:11	159:17
72:8,16 74:10	92 3:19	87:12 145:13	actions 52:4,16
4:40 90:12	94 3:20	abuse 49:13	70:22 117:12
4:54 57:4 73:6	95 130:20 131:2	129:14	active 62:5
5	131:7	abusing 84:14	activities 35:4,7
5 3:6 15:6 24:19	96 3:21 130:20	abusive 53:23	36:2 37:13
24:19 33:5	131:2,7	acceptance 3:21	activity 83:2
112:20 151:22	97 135:7,8	96:15 97:17	152:17
50 3:15	99 38:16 138:11	access 55:11	acts 19:17 26:1
500,000 89:5	138:17	135:2	27:4 28:20 29:3
5584619 160:24		accompanying	71:7 107:18
161:24		97:19	actual 8:10
			116:9 125:2

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1544

[add - answered]

Page 3

add 87:2 130:7 130:17 added 100:4 additional 61:5 85:17 86:22 address 109:8 112:24 113:2,3,8 120:1 addressed 117:17 addresses 113:5 addressing 14:12 120:17 adequate 132:20 admissible 145:1 admit 135:9 138:17 140:18 admitted 107:22 109:19 admonished 48:24 154:4 adorable 37:23 65:17 adverse 119:13 advice 47:3 142:23 156:20 advise 51:19 affidavit 16:19 103:19 affidavits 16:8 18:16 affirmative 60:8 affirmed 104:4,6 119:20 affirming 102:7 102:18 aforegoing 160:6	aforesaid 159:5 afraid 96:18 age 151:6 agencies 80:13 82:6 agent 81:17 agent's 81:18 aggrieved 129:5 ago 108:23 agree 24:18 54:1 72:18 93:1 104:7 116:4 126:17 128:24 131:22 agreed 5:4,8 20:12 agreement 15:8 15:10 aguiar 16:8,22 17:15 45:23 46:6 102:14 aguiar's 17:7,20 ahead 43:20 aided 159:13 al 21:6,11 22:5,8 22:9 25:22 33:7 44:19 70:20 118:7 alexander 17:4 18:13 35:1,6,13 36:1,10,16,17 37:6,10,24 38:12 39:10,19,20,22 44:13,14 54:16 79:14 83:5,9,12 83:24 84:3,10 94:5,8 102:11 103:16,24 104:2	aligned 84:24 85:4 allegation 138:15 allegations 13:19 32:11,12 147:3 148:14 allege 100:18 105:18 107:16 allegedly 49:17 allow 155:13 allowed 39:3 146:23 altogether 73:15 amended 122:10 124:13 125:4 127:9,11 130:23 135:12 amicus 3:13,21 6:14 7:2,13,15 7:18 8:6 9:10 10:2,13 12:5,23 19:1 20:20 21:1 24:8,16 27:14 29:14 30:12 31:16,24 32:2,10 35:6,24 36:12 37:10 41:8 42:6 75:15,21 96:15 97:2,17,19 98:8 100:18 102:1,20 105:13,18 106:6 106:7,15,23 107:16 109:9 110:13,14 111:3 111:11 116:2,11 117:14 118:13 131:11,12,18,21	144:14 146:13 147:1,4,18 155:7 amount 84:20 119:13 151:6 amounts 33:15 33:20 103:3 ana 136:17 answer 4:9 6:5 13:1 18:4 22:11 23:2 24:13 25:4 26:18,21 28:12 29:7,16 30:19,24 42:18 43:19 44:4,8 49:22 59:20,22 65:24 67:17 68:16 69:20 70:7,15 95:16 103:12,13 107:9 115:4,11 117:24 122:10 122:13,21 123:16,19 124:12,14 125:3 125:20 127:12 131:3 132:16,17 134:16 135:4,8,9 138:11,17 140:11 141:20 142:18 143:4,15 144:23 145:17 145:20 147:13 147:17 148:21 150:8 154:20,21 155:14,15,22 156:5,15,21,23 157:6,14 answered 14:2 25:3 26:20 36:4
--	---	---	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1545

[answered - attorney]

Page 4

42:17 54:6 71:6 134:13 answering 142:9 145:18 answers 64:8 125:10,15 127:2 130:24 160:8 anticipated 7:24 anybody 23:16 105:11 133:15 apart 20:10 apologies 33:1 apologize 40:11 apparently 75:16,17 appeal 80:6 153:11 appear 42:7 57:22 appearance 115:19 158:6 appearances 2:1 14:10 115:12,22 appeared 86:12 151:20 appears 34:18 34:23 50:18 56:15,23 57:5,9 57:13 76:2 79:12 90:13 98:11,13 appellant 153:15 appellate 25:15 25:17 61:3 101:19 104:4 106:19,20 110:8 117:10 119:20 131:15	application 10:19 applied 32:11 applies 31:24 apply 30:24 applying 36:24 appoint 10:16 appointed 74:13 75:8,15 98:10,14 98:19 144:16 155:5 appointee 23:20 appointment 10:3,7,19 19:4 21:5 77:3 97:18 105:15 147:23 153:22 appreciate 158:5 158:6 appreciated 108:22 appropriate 22:7 70:12 appropriately 41:22 approve 86:9 approved 85:9 april 112:20 argue 59:24 60:2 argued 111:10 argument 111:6 113:20 arguments 147:4 arising 144:18 arose 117:18 arrived 121:23 arroyo 10:18 12:4,14,20 14:1	14:1,5 15:2 16:3 19:6 21:6,23 22:14 24:24 25:22 33:7 45:23 46:22 49:10 50:4 article 29:22 30:1,7 articles 64:24 ascertain 21:20 aside 86:19 asked 18:1 25:3 26:17,20 38:16 39:7 42:16 43:19 46:6 59:19 62:23 72:24 98:23 123:21 134:17 136:10 asking 17:19 24:10 32:8 37:3 42:10 44:21 46:22 54:2 59:21 60:5 89:18 91:19 116:23,24 117:21 119:9 120:9 126:1 128:2,17 129:17 134:14 139:11 142:10,11,23 143:6,9,19,21 149:12 155:16 155:19 156:6 ass 38:22 assert 144:17 asserted 142:19 143:10,12	assertion 36:12 37:9 83:18 142:24 143:22 assertions 38:22 131:10 147:3 associate 64:6 assume 9:13 74:20,21 assuming 124:16 atlanta 98:3 attached 91:9 135:11 attachment 91:12 attacked 67:21 attacks 25:24 52:21 attempted 153:4 attempting 66:9 66:20 67:2 attendance 6:9 attention 6:12 9:16 13:20 20:24 25:18,21 33:1 34:15 40:17,22 43:3 45:22 56:3 64:13 66:3,5 74:9 94:14 96:12 112:11 125:19 126:5 130:6,19 132:15 attorney 13:6,9 28:13 29:1 35:2 81:10 107:4,10 108:2,8 141:8,21 142:2,7 144:2 153:20
---	---	---	--

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1546

[attorney's - billing]

Page 5

attorney's 80:2 81:3 82:4,10,16 attorneys 13:5 15:20 26:9 27:16,18,22 28:1 28:4,13 29:17,19 52:9 71:20 86:14 112:7 119:23 149:2,6 149:24 150:16 154:9 audited 148:21 august 135:11 135:20 136:4 authorities 82:6 authority 81:22 81:24 auto 113:7 available 127:3 avoided 116:15 117:1 avoiding 120:16 award 101:23 149:24 150:16 151:20,21 152:11,20 154:9 awards 149:2,6 aware 8:11,16 8:20,22,24 10:2 10:6,7 36:20,23 36:23 105:17 111:15 131:4,10 134:11,24 148:19,20	back 10:20 13:16 19:14 23:10,24 32:23 43:21 56:18 60:24 85:12,17 85:24 87:20 118:10,17 119:9 122:3 128:5 135:7 139:22 148:21 149:20 background 59:11,13,14 backyard 136:17 bad 138:7 baer 154:1,1 baer's 153:22 bar 15:18 60:13 62:5,9,15 63:2 69:13 72:6 76:4 76:7,8,11,12,13 81:19,21,24 82:2 85:8 86:20 barred 44:16,20 44:23,23 49:2 59:16 60:9 82:1 base 35:23,24 83:17 based 19:21 34:8 70:10 107:9 115:19 116:6 131:20 151:5 153:22 157:3 basically 115:15 basis 38:24 48:10 53:4 142:24 143:9,11 149:19,21	beating 89:10 beck 65:2 beginning 1:15 86:17 127:8 begins 11:4 33:4 behalf 49:17 85:13 87:20 88:22 125:3 belief 31:15 35:3 36:6 37:15,15,15 83:11 107:10 158:1 believable 105:2 believe 7:20,22 7:22 8:1,4,9,10 8:15 9:3,21 10:21,22,23 11:8 12:8 14:17,18,20 14:24 15:16 16:7,10 17:5,12 17:19 28:24 31:21 35:11 39:9,9 40:22 41:18 42:12 43:15,24 46:18 51:11 53:4,17 54:7 55:22 57:15 58:24,24 59:1 60:12 61:4 62:10,11,13 63:1 63:17 64:7 67:2 74:17 75:17,20 76:6,7 78:5,15 81:3 82:22 84:8 94:10,11 98:16 98:18,19 100:4 101:20 105:7 107:21 109:6,6	109:12,18,18,21 110:22 118:1,2 118:14,21 121:12 123:4 125:1 127:7 130:16 133:9 136:15,17 139:2 140:6,21,24 141:22,23,24 142:1 144:9 148:4 149:23 151:21 152:3,23 152:24 157:18 157:21 believed 77:6,13 77:17 101:15 benefit 49:16 besmirch 109:15 best 50:22 114:10,11 133:19 154:12 156:18 better 6:5 12:3 61:18 64:2 133:15 big 14:15,18 89:10 bill 26:9 106:1 billable 31:7 billed 33:17 86:20 101:3 102:18 108:2 billing 8:8 17:22 18:7,9 25:1 32:13 33:8,20 34:1,9,12 45:10 52:22 77:4,16 85:9,21 101:7,15
b			
b 1:4			

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1547

[billing - cases]

Page 6

101:20 104:8 billings 17:20 billion 87:6,23 88:15 binder 127:7,8 127:16 135:16 bit 25:5 blank 38:2 126:1 blindsides 41:23 bodies 55:13 book 79:6 bottle 118:11 119:10 bottom 73:18 break 65:20 96:6 121:24 122:4 146:1 breath 46:15 brett 112:20 114:3 136:5 brief 3:13,21 6:15 7:2,6,13,15 7:19 8:6 10:13 12:5,23 19:1 20:21,24 21:1 24:8,16 29:15 30:12 31:16 32:1,2,10 35:6 36:12 37:10 41:9 75:15,21 91:9 92:2 96:7 96:15 97:1,2,7 97:17,19,23 98:8 99:3,15,23 100:18 102:1,20 104:12 105:13 105:19 106:16 106:23 110:14	111:11 116:2 121:9 131:21 146:3,13 briefly 96:10 briefs 42:6 106:6 106:8 117:14 131:11,12,19 144:14 147:1,4 147:18 155:7 bringing 22:12 broad 2:16 46:15 143:22 broader 18:3 broadly 34:16 82:12 143:9 broke 85:1 brooks 1:16 brother 15:12 brought 13:19 64:14 83:4 bruce 27:17 built 64:21 bunch 151:14 buried 55:13 business 35:13 35:21 36:8 129:12 button 85:15 buys 64:19	called 63:14 64:24 67:14 100:7 calls 61:4 141:7 143:3 capacity 39:19 caption 20:19 137:1 careful 58:21 62:19 carney 140:2,3,4 140:6 carried 61:21 carries 14:17 41:1 carry 34:19 cartridge 129:10 cartridges 129:8 case 6:4 9:2 10:9 10:11,23 11:2 14:13 15:9,10 16:18 18:6,19 19:10 21:15,17 22:2,15 23:18 24:5,7,9,13 27:17,19,21 28:9 30:22 32:14,17 33:18 34:1 36:7 38:11,14 39:23 41:20 44:17 49:4,17 51:20,23 52:4,13 53:9 58:14 65:3 69:10 71:1,8,17 71:18 74:21,24 75:9,24 76:15 77:5,15 78:12 83:21 85:10,11	86:6,10 87:1,5 88:9 92:3 97:2 97:20 100:14 101:2,4 104:5,6 104:8,9,15,19,19 105:6,12,12,16 106:5,9,12 107:4 107:8 109:9,16 109:24 110:13 111:22 115:1,9 115:24 116:17 117:9 118:5 121:1 125:22 126:1 127:5 128:17 130:4,14 130:16 133:11 134:12 135:1 136:14,19 144:10 145:2,3,4 145:9,11 146:9 146:10,14,15 147:11 149:22 150:20 152:2,14 152:21,22,22,24 153:4,5 154:3,6 154:6,7,10 155:2 155:6 cases 14:19 15:3 15:15,22 20:6,7 20:14 21:17,18 21:19,21 28:1,3 28:22 29:2 31:10 33:9,19 41:5,15,21 42:3 42:6,15 48:12,18 53:6 64:11 107:23 108:3,5 117:15 126:8,22
	c		
	c 2:15 159:1,1 california 136:16 140:6 call 47:6 62:14 65:2 76:8 111:6 113:20 144:13 145:7		

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1548

[cases - commensurate]

Page 7

128:10 129:3,3 129:12 130:14 132:13 133:10 134:7 138:19 139:23 147:2,8 147:18 148:1,17 149:7,17 150:19 152:9,19 153:1 154:6,14,24 155:8 157:24 158:1,3 catastrophic 108:24 109:3,11 cathy 50:18,21 51:1 57:13,15,21 58:21 62:6,11,12 73:1 78:5 cause 16:15 67:19 68:1,4,13 70:12 89:9 caused 87:16 caution 154:21 caveat 11:24 center 1:13 2:6 central 136:16 140:5 centurylink 7:16 7:19 8:7,17,23 19:5 24:8 40:21 41:16 certain 41:6 61:6 71:20 74:20 105:8 118:6 152:14 153:14 certificate 7:10 7:12 9:6,16,19 9:20 12:6 160:1	certification 5:7 certify 159:3 certiorari 153:18,19 cetera 14:17,17 62:23,23 chain 3:16,18,19 56:6,17 73:19 90:2 92:10 chambers 45:11 45:16 chance 90:5 92:12 changed 7:23 11:14 changes 160:9 character 25:24 characterization 63:18 characterize 63:12 charge 64:20 charged 15:14 105:5,11 charges 82:18 83:4 check 83:23 84:2 110:13 124:1 checking 73:16 77:4 checks 83:11 cheek 66:15 cherrypick 65:3 chester 35:2 80:2,15 81:4 82:4,9,16 chicanery 76:22	chief 104:5 chop 19:13 chose 22:5 christmas 128:16 circle 15:19 circumstances 146:7,15 150:23 citizen 21:2,3 civil 1:3 claim 146:8 claims 86:13 105:22 132:5,13 145:7,8,10 149:23 clara 152:4 clarify 60:5 clarity 97:6 116:19 150:9 class 15:6,6 87:13,22 88:7,13 88:24 110:23 clawed 85:12 clear 66:15 100:8 110:19 139:14 154:22 156:4 clearly 80:5 clerk's 98:2 client 14:9 54:21 61:2 101:13 107:22 108:1,4 109:7,12,22 118:11,14 141:8 144:2,22 155:14 client's 32:18 33:19 38:21 44:24 55:18	69:1 119:12 clients 22:23 32:20,21 38:15 55:1 58:3 59:10 59:18 61:8 62:15 63:2,4 68:6,10 71:12 76:11 77:22 78:14,20 84:22 86:1,3,12 89:13 109:19 115:13 clipped 127:17 cohorts 133:1,7 133:24 collected 87:19 collecting 19:18 collectively 100:2 colorful 116:4 comac 140:6 come 20:10 25:16 43:6 62:21 78:2 150:2 comes 65:3 88:3 88:4 129:7 comfortable 46:3 coming 23:15 commence 46:9 commenced 137:8 140:19 commencement 119:18 commencing 54:14 commensurate 148:3,24
--	---	--	--

[comment - convicted]

Page 8

comment 40:5 42:23 65:17 78:19 118:9 commentary 119:19 comments 42:20 42:22,24 71:10 commit 53:20 committed 16:18 29:4 78:12 82:19,21 107:17 committing 26:10 85:20 communicate 94:24 communicated 75:6 126:8 129:21 communicating 55:20 82:15 communication 82:11 95:17,22 communications 71:3 120:14 126:20 128:8 129:23 143:16 143:20 companies 64:20 132:12 135:3 139:18 company 48:22 64:22 85:2 119:11 129:7,14 136:24 comparison 68:5 competing 10:3 complained 153:17	complaining 42:1 complaint 54:9 54:14,17,18,20 54:23,24 67:15 76:9 105:23 122:10,21 125:4 127:2,3,9,11 130:23 132:18 135:12 138:15 141:5,13,18 144:6 147:9 149:23 150:2 complaints 96:3 148:15 completely 12:1 133:18 151:17 complicated 41:20 complicit 35:4,8 36:2 37:13 83:6 compromised 31:7 computer 159:13 concern 99:7,10 100:3,5 concerned 21:2 21:2 concerns 13:18 20:11 139:17 151:2 155:8 concluded 158:12 conclusion 19:22 20:10 26:14 62:18 116:10 143:3	conclusions 103:6,8 conduct 147:10 148:16 conducting 38:11,12,14 confirm 123:10 confused 20:22 97:11 confusing 41:19 consequence 70:21 consequences 72:6 consider 49:19 consideration 151:4 consolidated 21:7 conspiracies 26:1 conspirator 83:10 constitute 100:2 constitutes 26:15 contact 13:4 51:21 76:7 81:4 81:9,18 82:2,5 contacted 80:2 contain 126:14 contained 126:6 contains 126:18 contemplating 112:2 contemplation 118:4 137:11 144:7,9	contempt 102:21 contentious 42:20,21,24 contents 123:22 context 19:1 43:12 111:5 113:19 120:5,13 127:4,4 134:14 142:20 147:6 148:16 continue 51:20 101:19 144:13 146:16 continued 4:1 50:5 continues 65:19 continuing 145:20 contrary 66:22 control 16:12 controlled 16:5 controls 14:20 controversy 130:3 conversation 57:24 58:11,17 59:9 60:15 62:8 62:24 69:8 91:4 119:16 120:2,15 121:2,20,21 conversations 13:9 37:5 81:14 119:24 128:12 129:2 conversely 101:18 convicted 13:6 27:23 29:5
--	---	---	--

[convictions - criminal]

Page 9

convictions 35:19	130:1,2 131:6 136:12,13	115:1,8 119:14 120:5 123:17	103:19,22 104:4 104:18 106:19
convinced 35:20 59:9 62:14,24	138:19,20 140:20 145:6,9	125:8,10,17 141:1 142:23	106:20 107:18 110:8,11 111:2
copied 51:2,3,4	148:9,12 159:14	143:16,20	117:11 119:20
copy 57:21 72:24 112:23 113:7	160:7 corrected 125:14	144:17,17 147:24 149:21	123:6 131:15 145:8,12 147:19
136:5 142:7	correcting 125:11	150:5 151:17 152:2 153:22	147:20 152:4,24 153:1,3,7,13
cormac 140:9	correction 161:4 161:4	155:3,5,6 159:16	courthouse 112:9 113:22
corner 125:24	correctly 21:9 31:13 42:2 43:1	counsel's 156:20	courtroom 112:1
corporate 12:11 86:14	46:11 60:23 87:1 111:23	countering 42:23	courts 61:9 76:22 77:2,14
corporation 7:23 11:23 20:15	159:10 correspondence 98:11,13 115:22	countersuit 67:15	108:6 131:4,10 132:3,9
25:11 49:16 87:20,21,21 88:6	129:3,16,21 corresponding 132:18 138:14	country 31:10 33:10 53:7	cover 98:5 covered 88:4
88:8 106:4 107:6 129:6,14	corrupt 48:21	107:19 133:15	cozy 87:5 create 68:10
133:17 137:2 150:21 157:1	corruption 49:12	county 35:2 80:2 80:15 81:4 82:4	credibility 16:20 18:5 39:5
corporations 134:4 138:22	corrupt 48:21	82:9,16 152:4	109:17
148:8	corruption 49:12	couple 47:7 151:13	credible 17:13 17:24 18:11
correct 7:16 17:23 21:4	cost 84:16,18	course 43:6 48:20 52:20	105:1
22:20 23:7 32:21 34:17,22	costs 84:20	55:10 101:10	crime 81:22
45:20 46:12 51:7,8 52:15	cote 48:24	107:23 108:3	crimes 82:18,21 83:13
57:4,21 63:9,15 63:23 68:18	counsel 2:11,21 5:5 9:1,1 10:4	116:20 127:6 129:11 132:17	criminal 25:23 26:5,6,12,15
71:5,15 75:12 76:1 93:22	10:11,16,19 11:1 19:4 20:7 21:7	22:13 23:23,24 25:13,15,17 26:2	27:7 29:11 30:9 35:4,7,22 36:2
95:10 98:3 103:10 106:13	41:24 52:10 59:1,2 74:24	26:11 41:9 61:3 77:17 95:7 98:2	37:12 53:12,13 53:17 54:3
110:8 111:7 112:21 115:2	75:8 77:8 84:24 85:4,5 87:6	99:11 100:20,24 101:7,19 102:6	82:18 83:4 86:2 89:16,20 102:2,3
125:17 129:13	97:19 98:10,15 98:17 105:14,14	102:21 103:18	102:5 106:1

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1551

[criminal - derivative]

Page 10

107:17 108:9 criminally 29:4 84:9 cross 15:21 54:9 54:14,17,18,20 54:23,24 67:15 crowded 111:24 culpability 24:11,22 culpable 22:15 22:17,20 23:6,6 23:12 curiae 3:13,21 6:15 21:1 96:15 97:2,17,19 105:13,18 current 107:6 108:5 customary 142:7 customer 8:7 cut 40:5 87:5 cv 1:5	160:18 dated 160:6 dates 60:24 61:16,19 128:21 128:22 david 129:18 davis 33:5 40:21 41:2 43:4 45:8 45:16,19 day 1:9 6:9 9:23 9:23 35:12 90:12 93:14 94:12 111:14,18 145:12,16,16 159:21 deal 87:5 88:1 137:4 dealing 20:9 105:20 dealings 35:14 35:21 36:9 dean 64:6 decade 107:24 decades 50:6 108:4 deceased 27:6 28:19 decide 10:8 deciding 77:3,4 decision 10:15 77:11,12,19 106:19 115:19 131:17 decisions 147:22 148:5 declaration 16:19 23:20 102:10 103:16	103:18,24 104:3 104:17 declarations 16:21,23 17:2,6 17:9 18:16,19,24 26:12 52:23 102:7,8,9,12,13 102:14,15,16,17 103:10 deem 10:15 77:3 77:18 deemed 49:4 132:1 153:23 defeat 78:20 defend 20:6 67:8 84:21 defendant 2:21 122:9 126:7 131:3 132:23 140:23 defendants 133:21 defense 84:24 85:4 87:5 defer 64:5 define 64:1,2 156:18 defining 156:15 definitely 118:4 definitive 34:13 156:23 defraud 53:21 delaware 21:18 demand 141:3 141:12 demise 67:19 68:1,4,13 69:6 70:4,12,19	denied 55:11 department 13:4 depend 47:14 depending 72:4 depends 156:7 deponent 159:7 159:10 160:1 deposition 1:11 5:7 6:10 52:20 86:21 124:11 153:17 158:12 159:14 depositions 35:12 depreciate 151:11 depreciated 151:6 depreciating 151:5 deputy 35:2 derivative 8:13 8:17,23 9:1 14:6 15:3,19 16:2 19:5,22,24 20:3 20:11 21:7 29:22,23 30:2 49:12 52:14 53:6,9 68:22 69:12,13 85:10 87:9,11,12,15 88:8,12 107:4,11 110:21,23 144:14,19 148:10 149:2,6 150:17 152:12 152:18 155:4 157:2,18
d			
d&o 87:7,16 d'elia 153:24 da's 80:15 81:8 82:5 daily 53:4 damage 87:16 151:5 damages 87:14 87:23 88:7 danced 62:22 darren 88:21 date 1:15 9:9,11 9:21 10:7 30:5,6 91:17 98:1			

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1552

[derivatively - doris]

Page 11

derivatively 20:16	103:4	46:10,13,15	district 1:1,1
desc 3:11 4:5	dig 55:14 109:14	47:15 49:10	35:2 49:1 80:2
describe 143:6	diligence 115:16	55:8 63:8 85:17	81:2,10 82:3,9
described 52:19	diminution 87:24	86:22	82:16 98:2
53:16 65:5	dining 151:9	discredit 16:16	123:6,7 136:16
designing 151:9	direct 27:21,23	discuss 62:6	140:5
despite 65:5	29:21 30:20	121:4,5 139:17	docket 9:8 19:9
81:21 82:1	89:9 135:22	141:2	21:15 23:17
116:2 129:23	141:11	discussed 60:17	document 6:20
131:17	directed 32:3,5	62:8,9 120:16	7:10 9:10,12
details 24:11	32:16,19 42:24	121:16 123:21	15:14 16:4,6,9
62:7 69:8 103:6	55:18 71:11	125:7,8 150:13	18:7 20:17
111:21	142:16	discussing 126:9	26:23 40:18
detective 36:15	directing 74:9	discussion 60:20	56:11,17 63:5
36:21 37:5,6	directly 62:12	95:8 121:8,9,11	72:19 86:19
38:4 79:13,15,19	88:7 142:14	121:13	89:16,19 96:24
80:24 81:3,5	directors 87:16	discussions	97:15 99:8
82:10 83:15	88:9	36:14 120:10	122:11,17,18,19
90:8,12 91:10	dirt 109:14	141:23	123:5,6,12 125:1
93:5,8,13 94:1,5	dirty 48:21	diseased 27:12	125:12 127:9,10
94:21,24 95:24	disagree 63:19	disinterested	127:14 130:22
detectives 81:11	disbarred 26:9	133:19 153:15	documentation
determination	33:20 43:17	dismissal 110:7	131:16
103:23 131:24	44:3,18,22 59:15	119:21	documents
determine 132:8	60:8,16,21 61:1	dismissed 110:7	23:11 45:4
134:9,23 147:21	62:4 86:2 89:16	118:23 119:5,20	85:14,16 116:9
devices 51:5	102:5 106:1	disorder 66:8,19	131:14
difference 23:5	108:2,8	displeasure	doing 19:15 68:6
different 6:5 8:3	disbelieve 16:15	117:17	76:24 129:7
11:16,20,22 12:2	16:15	dispute 23:8	dollar 33:14
19:19 48:19	discoverable	120:18	dollars 15:13
60:9 73:17	145:1,13	disrespectful	26:9 65:6 84:17
113:2 132:14	discovered 72:4	137:23	84:19,19 85:3
139:6	discovery 15:9	distinct 12:16	87:18,19 88:15
differently 115:6	15:11,12,18	distinctly 90:21	132:7
difficult 21:13	22:22 23:12	distributed 89:7	doris 46:16
21:20 102:23	24:4 38:11,12,14	151:3	64:10

[douglas - executives]

Page 12

<p>douglas 61:3 101:13,18 draft 41:8 drafted 7:4 50:21 101:13 drafting 14:16 draw 33:1 66:5 driven 20:14 49:14 68:22 dubbed 15:4 due 115:16 duly 5:13 159:7 duplicitous 26:1 27:4 28:19 duty 89:14 107:12</p>	<p>95:12,13 96:1 108:13,16,19,21 109:4 112:14,19 113:3,5,9 114:13 115:22 118:13 122:8 129:2 130:12 135:10 135:10,20,24 136:3,7 137:3,13 138:2 139:20 140:1 159:1,1 eamon 2:15 earlier 62:20 94:1 129:4 153:16 easiest 29:20 east 1:14 2:7 eastern 1:1 49:1 123:7 easy 60:14 economy 155:13 effect 140:7 eighth 1:14 2:7 either 6:3 72:5 75:8 91:5 105:6 120:16 124:13 143:20 144:16 150:15 152:10 152:20 154:8 155:24 156:3,5 emanates 120:19 emerrigan 2:20 eminent 137:14 137:17,24 employ 44:24 employment 99:8 108:1</p>	<p>encompassed 151:1 ended 11:8,18 enforcement 80:13 82:5 engaged 105:20 106:24 engaging 58:10 enrichment 84:15 ensure 131:3,9 151:3 entailed 111:18 entered 114:24 enterprise 25:23 26:5,7,12,15 52:12 53:13,13 53:17 54:4 102:3,3 entirely 85:22 entitled 28:12 38:21 entity 8:2,3,8 equifax 74:21 75:9,24 97:2,20 104:13 105:19 107:17 109:9 110:13,15,21 113:19 115:1,9 118:13 121:1,10 121:10 erickson's 29:21 64:5 errata 160:10 161:1 errors 138:4 especially 35:12</p>	<p>esquire 1:4 2:5 2:15 essentially 12:20 41:3 111:10 estimate 33:23 34:14 et 14:16,17 21:6 21:11 22:5,8,9 25:22 33:7 44:19 62:23,23 70:20 83:11 118:7 events 116:16 117:2 147:5 everybody 41:6 55:5 63:6 evidence 89:18 106:21 145:1,14 evolved 11:13 exact 12:10 33:14 40:22 80:4 exactly 45:1 54:16 58:3 63:3 66:22 67:24 90:16 examination 3:4 5:16 examined 5:13 example 18:17 46:19 101:12 151:8 excepting 103:16 exception 28:17 excuse 46:20 95:7 executives 85:1 85:13 107:6,7</p>
e			
<p>e 3:15,16,17,18 3:19,20,22,24 4:11 22:22 24:3 50:11,18,23 51:9 51:13,16,18 52:3 54:4 55:12,24 56:5,12,17,19,21 57:6,8,8,11,13 57:16 61:24 63:10,19 64:4 66:3 67:18 72:8 72:11,12,13,13 72:15 73:17,18 73:21 74:9 75:6 75:22 76:5 77:7 77:21 78:7 79:2 79:12,18,23 83:15 90:1 91:11 92:9 94:17,21 95:1,3</p>			

[exhibit - file]

Page 13

exhibit 3:13,14 3:15,16,17,18,19 3:20,21,22,24 4:9,11 6:14 40:6 40:20 50:10 56:5 79:1 89:23 90:1 92:9 94:16 96:14 108:12 110:14 112:13 122:13 135:12 135:23 exhibits 3:9 4:1 127:14 135:13 exist 111:16 expect 31:20 54:22 expeditiously 42:4 expense 84:15 expensive 151:9 151:9 experience 20:8 20:9 32:17 158:2,2 experienced 14:19 expert 101:2,5 explaining 81:21 explicate 156:3 expose 49:11 70:16 exposed 26:1 exposing 66:9 exposure 87:6 expressed 58:23 99:6 expressing 99:10	extends 144:8 extent 107:8 121:21 126:22 128:10 139:7 143:4 144:3 extinguishes 87:6 extreme 99:7,10 100:3,5 extremely 21:20 eyes 39:21 f f 159:1 face 121:11,11 facilitate 54:9 facilitating 64:17 fact 13:4,20 20:13 28:2 35:15 38:24 43:4 44:6 61:5 119:19 129:24 factors 156:8,9 facts 14:7 32:9 34:8 35:5,9,10 35:23 36:4 48:10 70:23 71:1,2,2 78:13 83:17,19 109:16 131:18,20,23,23 133:11,14 146:7 146:14 150:22 failed 89:13 fair 5:23,24 8:19 18:8 19:23 67:23 91:10 93:6,18 94:22,23	97:13 152:16 fairly 113:14 fairness 102:19 151:20 faith 118:4 137:10 144:7,24 fall 132:24 133:23 false 16:20,23 17:2,14 101:3 falsely 84:13 familiar 110:12 136:23 140:5 family 27:6 29:18 fantastic 78:8 farm 150:20 152:14,21 fast 140:10 father 35:21 father's 35:3,7 35:13,21 36:1 37:12 83:7,13 fbi 81:6,12,15,16 82:1,4 fear 15:21 february 51:6 56:14,20,24 57:4 57:20 61:10 62:1 63:11 72:8 73:5,20 74:10 77:10 80:9 fed 65:1 federal 13:8 23:19 102:16 153:1 fee 23:21 31:5 102:19 106:2	147:23 149:24 151:20,21 152:11,20 154:9 feel 116:5 feeling 62:18 feels 38:1 39:10 fees 18:21 26:10 31:9 33:9 34:10 86:14 147:22 148:2,23 149:2,6 150:16 feinstein 51:13 51:15 56:12,19 56:22 57:1,20,24 58:11,18 59:4 60:15 62:6,17 63:11,14,20 64:4 66:4 67:8 69:4,9 69:14 71:4 72:7 72:16,22 75:6,23 77:7,20,23 78:4 90:17,23 felons 27:23 felt 22:7 78:11 78:14 121:5 ficaro 108:19 112:20 114:3 fiduciary 86:7 89:14 107:3,12 107:15 fight 133:14 fighting 63:22 figure 84:12 file 21:15 23:16 42:5 65:4 67:14 82:18 99:1 117:14 120:17 124:13 144:14
--	---	---	---

[file - following]

Page 14

155:6	filings 18:11	28:14 29:12	firm's 67:8 99:7
filed 10:18 12:22	99:1 103:10	30:10,14,22 31:1	147:10
15:7 16:21,23	108:23 146:16	31:18 32:1,6,12	firms 9:7 11:11
18:12,18,19 24:8	148:4	32:18 33:19	12:11 19:12,19
24:15 27:14	fill 76:9	43:5,16 44:2,7	20:4,9 21:13,14
29:14 31:16	finally 113:11,18	45:23 47:12,18	21:20 22:2,14
32:2,10 36:3	find 17:18,24	48:6,9,11,12,13	23:13,16 24:11
41:21 48:18	18:5,11,20,22	48:14 50:4	24:12 28:2 31:5
49:17 54:21	96:2 104:23	53:14 54:10,15	31:22 32:17
75:14 78:21	109:14 145:11	55:19,21 59:6	33:7,19 36:9
80:7 87:13 97:1	145:15 150:2	64:19 67:16,19	41:3,15 45:8,9
97:9,20 98:8	finding 85:16	68:2,5,13,14,21	46:19,22 47:1,6
103:4 104:13	103:18	68:23 69:2,6,18	47:10,12 48:5
105:13 106:8	finds 17:16	70:5,13,19 71:5	49:7 55:23
110:1 118:5,7,13	fine 139:6,13	71:14,15 74:13	64:12 69:5,10,16
118:22 123:5	151:10	74:16 75:7,10,24	71:8,17 102:6
124:12 125:3	finish 38:20 84:5	77:8 78:3,6,11	133:8,13
127:10,11	95:15 105:9	80:14,18,21 82:7	first 5:13 25:19
132:12,13	142:3	82:12 83:1 84:6	33:4 49:17 50:1
137:18 139:2	finished 40:1	86:1 88:21	58:11 65:4,8
142:8,20 143:23	65:12,15,23	90:16,24 97:18	73:24 74:7
144:6 146:12	112:3,4	98:19 100:20	79:21 80:1
147:1,18 150:15	finite 34:13	102:2,21 105:20	83:22 91:11
152:10 153:11	fink 11:7,16 12:7	106:15,24	97:8 99:15
153:17 154:7	12:12,21 13:3,3	107:17 108:1	113:20
filing 5:6 8:6	13:13,22,22 50:4	110:4,5 111:7	firsthand 158:2
9:10,22 10:2,13	150:6	115:1,8 116:14	five 22:14 24:12
18:14 19:2	firm 1:3 8:24	117:12,16	96:6 113:5
26:11 30:11	10:18,21,23 11:4	120:19 125:3	145:24
34:24 98:1,23	11:12,16,19,22	126:21 128:9	fix 91:1
102:6 103:19,23	12:2,3,13,20,22	129:24 140:20	flat 91:6
104:17,23 107:4	13:3,14,15,17,23	141:3,4,13,17	flip 20:19
107:16 109:9	13:24 14:9,13,21	142:22 143:13	focal 17:23
111:3 116:11	14:22,23 15:7,11	144:16 146:8	focus 114:12
123:9 125:22	15:21 16:3 19:3	148:15 150:7,10	follow 13:1 23:4
131:11,12 141:4	19:9 21:6,11,22	152:2 154:9	followed 30:16
141:12,18	22:4,8,8,13,14	155:3	following 9:23
152:19	24:23,24,24 27:8		27:5 126:6

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1556

[follows - guy]

Page 15

follows 5:14 forced 137:4 foreseeable 137:4 foretell 155:15 156:6 forgot 152:13 form 5:9 64:16 117:6 141:6,19 formal 76:9 former 23:19 35:1 55:3 102:16 107:6,7 formerly 14:1 forth 44:17 forthcoming 9:13 10:8 41:5 41:15 42:3,15 109:9,23 118:19 136:6 forty 92:20 forward 140:10 found 23:22 74:12 84:24 100:11 104:18 115:18 four 22:14 24:12 33:5 48:18 113:5 frank 153:16 fraud 22:18 23:8 23:22 26:11 36:7 53:20 81:23 83:3,7,21 85:21 104:4,6,7 fraudulent 17:14 31:8 52:22 101:7	friday 136:4 friends 27:6 93:9 front 18:16 102:13 123:13 full 25:19 63:2 66:6 110:7 112:7 funds 151:3 furniture 151:10 further 126:7 150:9 future 71:21 137:5 145:3 155:16,17 156:7 156:21	147:20 156:22 given 47:4 116:16 151:4 156:17 159:15 160:8 giving 111:20 135:3 glean 67:10 glove 19:12,20 32:18 gmail 112:23 113:2,8 gmrlaw.com 2:20 go 18:17 43:20 60:24 78:23 88:9 96:21 135:7 goal 74:23 goes 22:21 53:4 87:15 goggin 79:15,19 79:23 82:10 83:15 90:9,12 91:10 93:5,8,13 94:1,5,21 95:1 95:24 goggins 37:5,6 38:4 79:13 going 5:21 6:6 6:13,18 10:20 23:10 30:15 32:23,24 37:20 38:2 41:17 42:7 50:9 56:2,3,8 59:24 62:16 63:12 72:14 73:9 74:2,5	76:13 78:23 79:6 89:24 91:14 92:7 94:15 96:12 101:17 108:15 112:12 117:5,6 117:23 121:23 122:3 124:6,10 125:9,14 133:14 135:16,20,22 141:10 143:2 144:21 146:1 149:20 153:14 154:3,18,20 goldberg 2:14 golden 85:3 good 5:19 9:15 45:9 69:2 85:11 87:5 99:20 113:10,18 118:4 124:22 137:10 144:7,24 159:4 gotten 55:24 governance 86:15 grammar 91:1 great 50:16 136:3 grievance 13:22 71:16 grounds 153:8 guess 29:20 48:8 79:21 110:19 117:1 137:19 guesstimate 34:14 guy 89:19
	g		
	g 79:24,24,24 gather 51:20 geller 12:1,17 14:21 15:1,7,16 86:23 87:4 gender 153:23 general 19:23 111:20 generally 7:1 15:5 151:11 generate 31:7 genie 118:10 119:9 getting 24:3 49:9 153:11,12 154:15 give 5:22 12:1 28:5 30:1 37:20 41:4 45:11 64:8 73:14 77:2 92:18 103:4		

[half - illegal]

Page 16

h	37:3 38:9 40:6	hearing 3:14	home 113:9
half 30:1,6	40:10 45:22	9:13 10:2,8 40:7	honest 156:21
haltzman 1:13	50:8,9,10,16	40:21 42:20	honestly 120:21
2:4	56:4,5 62:1	58:23 101:1	121:2
hand 14:15	65:18,23 69:17	111:15,18 136:6	honesty 18:24
19:12,20 32:18	73:10 74:3,5,6	136:11 151:20	honor 45:11,12
125:24 139:20	78:24 79:1,8,11	heeding 156:20	hopeful 54:8
159:20	79:11 86:9	held 1:12 83:10	horrific 78:12
handled 142:1	89:24 90:1,5	95:8 96:7 122:1	hosted 16:3
handling 14:8	92:8,9,22,23	146:3	hour 63:5
hands 20:9	94:15,16,19 95:2	help 30:1 67:8	hours 17:16 31:8
106:15	95:3,12,13,15	67:13,19 68:1,4	34:5 45:10 77:4
hang 73:13	96:10,13,14	68:13 70:12	85:21 86:20
happen 129:13	97:16,22 98:20	85:17 87:21	102:18 108:23
happened 13:16	99:4 103:8	137:1	huge 74:13,18
36:15 69:2	104:16 105:19	helpful 130:13	78:18 84:11,11
111:21 114:22	107:9 108:11,12	henceforth	89:11
116:3 119:10,10	110:10 112:12	17:14	human 104:18
147:5,19	112:13,17	hewlett 129:8	hundreds 31:9
happening 96:2	114:16 116:13	hey 23:24	84:19 87:18
happenings	118:6 120:13	high 13:23,24	hurt 40:12
134:11 135:1	122:12,13,16	37:7	i
happens 15:12	123:3,15 124:12	higher 13:21	iceberg 53:1
happy 46:8	124:24 125:2,21	highly 17:17	idea 146:11
128:16	130:22 135:19	23:8	identification
harm 107:5	135:21,23	hire 68:9	6:15 40:7 50:11
harmed 119:11	139:22 140:18	hired 44:15,19	56:6 79:2 90:2
119:11,12 132:5	142:13,18,21	44:22 89:16	92:10 94:17
133:17	144:12 146:6	109:12	96:16 108:13
harold 153:21	148:6 150:15	hiring 106:1	112:14 122:14
154:1	152:10 158:5	hitting 85:15	135:24
hartleib 1:6,11	hartleib's 39:11	hmm 27:10	identified 40:10
3:3 5:12,19 6:13	122:10	holder 8:2	144:18
6:14,17,18 7:1	haste 67:1	holding 50:2	identity 83:7,7
11:10 12:20	heading 20:24	holdings 89:3	ii 1:9
20:18 21:2 22:4	hear 154:3	132:11 135:2	illegal 64:18
24:2 25:19	heard 39:22	holidays 128:16	
26:24 31:5 33:2	46:21		

[illicit - involved]

Page 17

illicit 33:9 34:10	index 3:1	ink 129:8,9	85:6 86:4
illusory 18:21	indicate 6:3	inquiring 61:5	119:15 155:13
26:10 31:8	indicated 159:7	inside 12:10	157:2,4,7,7,11
45:10 85:22	individual	insight 23:10	interested 54:13
86:14 101:7	104:17	inspector 79:13	159:17
105:24	infamous 27:8	instance 22:5	interesting 37:24
imagine 9:24	29:12 30:10	49:18 65:8	39:10,14 112:6
125:7	influences 15:1	83:22 100:23	153:10 154:5
imminent	inform 36:5	146:12 150:14	interestingly
137:23	81:13 108:6	instinct 35:10	153:6
impact 85:9	information	instruct 144:22	interests 68:8
impetus 51:17	10:14 16:14	145:20 154:20	156:11,13,15
implicated 29:3	22:12 28:18,21	instructed 59:2	interpretation
important 6:1	30:2,11,20 31:2	81:4	116:5
120:7 132:1,2	31:15,23 32:9	instruction 28:6	interpreted
impossible 59:22	35:3 36:6,16	instructions 5:22	90:19
89:11	37:2,14,17,21	insurance 87:17	interrupted
improper 89:14	38:3 45:12	87:19 88:5	84:16
131:5	51:20,22,24	150:20	intervene 153:4
inadvertent	54:15 58:13,15	insurers 87:7	153:5
40:13	61:5 67:11	integrity 109:17	intervention
inadvertently	70:18 77:2,18,21	intend 46:23	153:3
57:10,13	83:11 86:16	55:14 155:6	intimated 59:8
include 12:14	93:24 94:7	intended 57:9,15	91:5
18:9 48:8	111:21 115:14	67:4 157:23	introduced
115:23,23	115:15,18,20	158:3	61:14
included 15:23	125:22 131:24	intending 47:17	intuition 35:10
27:5 30:12,13	132:3,9,10 135:4	intent 42:13	36:7
32:21 47:9,12	141:8 147:20	147:18	invent 68:7
71:7	informed 81:7	intention 42:5	investigation
including 25:14	informing 25:13	75:10,23 76:2	76:5,10,13
48:6 80:18	39:12 77:14	82:15 144:12,13	investigator
84:22 149:7	initially 58:22	intentions 67:24	109:13
incorporated	initiate 76:10	76:6 155:20,24	investigators
97:7	injunctive 150:1	156:3,5	82:6
incorrect 63:13	injustice 66:10	interchange 31:6	invite 45:23
increases 151:12	66:17	interest 8:2 20:6	involved 19:10
		58:23 84:14,23	28:22 29:17,17

[involved - know]

Page 18

41:15 47:8 48:13 64:12 65:9 100:14 103:20 129:19 133:10 137:10 154:10,13,15 involvement 71:13 involves 22:13 irrefutably 45:5 issue 17:11,22 25:1 64:22 80:19 121:4 issued 115:7 issues 13:2 20:2 68:23 69:1 106:11 109:8 115:13 118:16 119:7 144:17,18 148:18 151:16 iteration 11:17 12:7 iterations 11:7 12:13	44:13,14,15 45:6 79:14 82:13 84:9 85:8 86:18 99:8 105:15 107:22 jerry 18:13 jessica 29:21 64:5 jettisoned 86:12 132:5 jettisoning 105:22 job 86:18 154:22 journal 29:22 30:7 64:6 joyce 51:12,15 56:12,19,22 57:12,12,16,20 62:6,11,13 63:11 66:4 72:15 75:22 78:3 90:17,23 judge 17:11,16 18:18,22 23:18 23:19 25:6,11 33:4 36:5 40:21 41:2 43:4 45:8 45:15,19 48:24 61:3 69:2 77:12 80:8 85:9,22 86:9 101:1,14,14 101:23 102:16 104:20 106:18 110:11,12,20,20 110:22 111:2,11 111:21 114:5,6 114:23 115:7,13 115:17,17 116:1	116:2,3,8 117:9 131:14,17,21 140:2,3,4,4 153:21,24 154:1 154:1 judgment 70:3 judicial 53:22 84:14 155:13 july 123:8 127:12 jurisdictional 10:23,24 21:17 jurisdictions 11:1 41:21 80:13 132:24 133:22 134:6,10 134:18,24 jurisprudence 157:8,16 jury 112:6 justice 13:5 69:24 104:5	143:12,24 147:20 keep 24:2 44:21 61:16 124:20 keeps 65:6 kennels 65:1 kept 65:2 kerrigan 46:17 kevin 74:1 killed 122:23 kin 159:16 kind 42:23 49:19 60:16 66:14,15 67:1 119:17 kindly 124:19 kinds 53:6 129:10 king 1:14 2:8 knew 25:5,11,12 35:3,7,13,20 36:1 37:6,11,12 37:16,18 43:5,17 44:2,7,10,12,13 44:22 45:1,2,5 54:16,20 58:3 59:10 62:15 75:14 83:6 90:16 94:5,11 121:18 128:18 129:17,17 137:1 know 6:3 8:9 9:11 10:6 11:20 11:23 13:15,17 13:20 14:7,9 17:1 19:7,8,17 21:14,21,22,23 22:6,21 23:12 24:3,22 25:15
j		k	
j 17:4 18:13 79:23 102:11 103:16,24 james 108:19,22 112:20 114:3 jan 1:16 january 127:10 127:11 jeff 25:1 31:19 jeffrey 13:3 16:6 17:3 28:17,18,21 32:13 33:6		kansas 22:18 25:14 44:18 51:23 52:9 58:14 62:10 64:12 69:3 70:17,24 76:23 80:24 81:2,8 82:3,19 106:9 107:18 110:2,6 111:22 115:24 118:6,22 119:10 119:18 120:16 137:19 140:20 141:18 142:20	

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1560

[know - life]

Page 19

31:3,3 33:18	154:12	82:5,7,12 83:8	105:14 111:7
36:13,15,18	known 8:2 14:1	84:6 90:16,24	114:8 115:1,8
39:14 42:15	60:22 101:6	100:20 102:2,21	144:16,17,24
43:4,6 44:6	knows 133:14	106:15 108:1,7	147:23,23
45:10 47:6,14	ksm 1:5	114:24 115:8	153:22 155:5,5
48:14 51:15	I	116:14 117:12	leading 149:7
54:19,23 55:1,13	lack 18:4 20:12	125:3 129:24	leads 15:14
57:12,17,17,18	20:13 48:23	130:14 140:20	35:11
59:20 61:8 63:7	72:24	141:3,13,17	learn 78:2
68:23 69:12	lacked 27:7	142:22 143:13	learning 153:13
72:1,6 74:20	118:23 119:6	144:10,15 146:8	leave 41:6 155:1
86:5,5,11 87:14	150:4	148:15 150:10	156:10
88:18 89:8	ladies 89:21	154:9 155:3	led 36:12 47:15
91:13,18,24 92:1	laid 39:21	lawsuit 55:6	62:10,18 63:1
92:4 94:3 98:9	language 31:11	110:1 137:18	70:19 83:20
98:13 104:14	37:11 116:4	143:13,24	85:16 94:10
108:24 109:10	126:14,18	lawyer 20:14	left 59:8 61:23
111:17 112:16	131:18	49:14 68:22	62:14 141:21
113:4 118:8,15	large 50:2	138:9	legal 143:3
119:8,13 121:3,7	largely 147:5	lawyered 58:24	legislative
121:8,19 122:16	law 1:3,12 8:24	lawyers 30:14	157:20
123:18,20,21,24	11:4 14:9 19:3,9	49:15 71:24	legitimate
125:14 127:19	24:23,24,24	112:8 132:6	105:22 125:2
130:10 132:19	28:14 29:22	lay 21:14	length 150:13
133:11 136:21	30:7,14 31:1,17	layn 18:18,18	lengthy 37:5
136:24 137:9	32:1,6,12 43:16	102:16	63:19
138:24 139:3,24	44:2 46:19,21,21	lc 138:18 139:17	letter 61:2 80:8
140:2,2 147:17	47:1,6,9,12,12	lead 10:4,8,11,16	101:18 154:1
147:24 154:15	47:18 48:5,6,8	10:19,22,24,24	letters 61:7,10
155:16 156:11	59:5 64:6,7,19	11:1 14:8,13	101:13 153:12
156:20,22	67:16,19 68:1,5	19:4,4 21:7,22	level 13:22
157:21	68:13,14,21 69:5	21:23,24 22:6,7	104:24
knowing 23:9	69:6,18 70:5,13	37:9 49:3 70:18	license 81:24
139:23	70:19 71:5,21	74:13,23 75:8,8	83:8 108:7
knowledge 11:11	72:3,5 75:7 77:8	75:18 77:3,8	lied 100:20
12:10 27:11,15	78:3,11 80:13,14	86:21 89:15	life 35:22 66:18
28:15 29:13	80:17,21 81:23	97:18 98:10,15	84:16 89:20
60:8 63:2 94:8		98:17,19 105:14	112:1

[light - march]

Page 20

light 145:11,16 line 33:5 35:1 40:23 49:15 66:6 99:15 161:4 lines 33:5 74:22 link 113:16 114:4 linked 49:6 list 41:4,14 42:3 listed 9:5,19 19:9 listen 109:24 118:20 listened 69:3 litigation 7:16 8:13,17,23 14:6 15:5,19 18:12 19:5,22 20:1,3 20:12 22:19 25:14 29:18,23 29:24 30:2 43:7 47:9 49:13,14 52:8,14 55:10 64:12,17,24 65:10 68:22 69:12,13 86:17 101:10 110:21 110:23,24 118:5 118:6,19,22 119:18 120:17 120:20 126:9,22 128:10 130:11 137:8,10,11 140:19 142:19 142:20,24 143:7 143:10,11,22 144:2,7,9,20	148:11 149:3 152:18 157:19 litigations 144:15 little 20:14 49:15 53:5 87:5 89:20 97:10 llc 1:13 2:4 64:19,21,23 65:6 llcs 64:16,16 llp 11:9 lobby 113:23 121:10 local 52:9 locked 15:22 logs 17:12,16 31:9 long 24:7 35:22 41:8 89:20 95:6 95:21 122:20,21 123:9 149:20 longer 13:14,14 look 7:5,9 9:6 12:6 20:17,19 30:4 50:8,14 56:8 57:7,11 60:24 66:16,17 73:8 79:8 89:23 90:5 92:6,13 96:23 97:4 108:15 126:2 127:21 130:15 130:22,23 132:17 139:19 looked 50:15 79:10 92:14 138:14	looking 66:2 87:3 117:15,22 124:21 125:21 142:13 looks 51:2 lorack 13:7 27:24 28:23 29:2 loses 16:19 loss 84:11,12 89:11 lost 84:20 85:19 87:8 lot 21:12 45:12 55:17 61:16 64:8 102:15,17 122:23 156:7 lots 91:22 love 157:19 lunch 121:23 122:1,4 lying 90:24 91:1 91:5,6	72:15 73:17,18 73:21 74:9 75:6 75:22 76:5 77:7 77:21 78:7 79:2 79:12,18,23 83:15 90:1 91:11 92:9 94:17,21 95:1,3 95:12,13 96:1 108:13,16,19,21 109:4 112:14,19 113:3,5,9 114:13 118:13 122:8 129:2 135:10,10 135:20,24 136:3 136:7 137:3,13 139:20 140:1 mailing 51:18 mails 24:3 55:24 61:24 115:22 130:12 138:2 maintain 155:9 major 20:2 151:16,16 157:18,22 majority 20:14 38:15 53:10 148:4 157:24 158:1 making 14:10 83:12 108:24 132:6 man 47:7,8 march 10:4 24:19,19 79:22 82:23 83:14 90:9 93:4 98:3 108:18
--	---	---	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1562

[mark - monetary]

Page 21

mark 6:13 33:6 38:8 42:11 50:9 56:4 72:16 73:9 74:3 78:24 89:24 92:7 94:15 96:13 108:11 112:12 122:5,11 135:20	meaning 6:22 53:14 55:16,17 64:17 100:19 147:17 meaningful 15:15 53:9 86:24 87:1 88:22	39:24 42:16 43:21 47:3,19,22 49:21 59:24 60:2 65:13,17 68:15 69:19 70:6,14 73:11,16 96:19 97:6 99:12,16,17,19 110:15 115:3,10 116:18,22 117:23 120:23 122:20 123:17 123:23 124:1,5 124:15,16,20 126:24 127:15 127:18,21 128:1 135:13,17 139:5 139:13,19 140:13 141:6,14 141:19 142:5,9 142:14 143:2,14 143:21 144:1,21 145:15,21 146:2 146:18 147:12 149:9,11 154:19 154:22 155:9,21 157:5,13 158:10	milberg 27:8 29:12 30:10 miller 2:14 million 18:21 23:21 33:8,17 34:10 65:6 85:12,18 86:24 87:8 89:2 101:4 101:22 102:19 106:1,2 149:24 151:22 millions 15:13 26:9 31:9 85:2,2 85:18,18 87:17 87:17,18 132:6 mind 23:5 129:7 mine 70:22 minimum 58:19 minnesota 21:18 minute 96:6,23 124:4 minutes 45:11 45:15 145:24 misleading 101:11 102:6 missed 89:17 mission 49:19 68:12 misspeaking 127:13 mistake 108:24 109:3,11 mistaken 73:4 151:21 mm 27:10 monetary 141:2 141:16
marked 6:15,18 20:18 40:7 50:11 56:6 79:2 90:2 92:10,22 94:17 96:16 97:16 99:3 108:13 112:14 122:8,14 123:2 125:1 135:24	meaningless 85:23 means 17:14 55:7 109:17 128:24 156:3 meant 53:3,15 58:6 meet 113:11,18 melvyn 13:6 27:24 28:23 29:1		
market 1:19	member 62:5		
matter 18:10 41:16 103:19 117:11 128:20	members 27:6 29:19 83:1		
mcgowan 127:17	memorize 61:15		
mean 9:5 16:18 17:23 31:3 35:21 44:6 53:2 54:4,12,18 55:4 55:12 59:12 66:13,21 70:21 84:21 91:17,19 94:2 104:9 112:6,8 114:15 118:3 124:5 125:8 128:23 133:6,12,20 134:5 136:23 137:7,16,23 139:16 142:6 146:23 156:19	memory 10:21 41:17 101:17 mention 60:12 mentioned 22:23 merit 118:23 119:6 meritorious 149:22 merrigan 2:15 12:24 22:10 25:2 26:16,19 27:1,19 28:5 29:6 30:15 36:20 38:10,13 38:18 39:2,6,15	merry 128:16 met 113:20 michael 1:6,11 3:3 5:12 21:1 26:21 27:20 28:7 42:18 117:2 120:12 122:9 127:19 135:18 150:14 152:9	

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1563

[money - objections]

Page 22

money 19:13,18 19:18 50:3 65:7 88:3,3,4,5,6,10 88:11,20,23 89:20 141:12 monica 100:7 142:22 months 93:21 morning 5:19 motion 3:21 96:14 97:8,9,16 98:5 99:2 motions 3:14 10:3 40:6 155:7 motivation 67:7 motive 69:15,18 69:23 motives 70:4,10 mouth 42:9 move 32:23 38:7 multi 10:22,24 11:8 21:16 41:20 multiple 13:8 16:11 50:1 51:5 69:16 multitude 33:9 107:18 murphy 27:17 musings 39:14,16 musings 40:1 myriad 16:18 28:1,3 107:23	22:4,7,23 81:1 110:12 136:24 named 13:15 138:18 names 9:7 11:8 12:13 28:9 naming 28:9 nationwide 74:13,18 natural 65:20 nature 19:24 near 86:14 nearly 115:23 necessarily 65:20 necessary 113:12 114:14 114:18,19 116:16 118:2 need 5:22 77:20 87:13 96:10 99:1 117:14,14 127:4 144:4,6 154:22 needed 129:13 134:10,24 needs 157:21 nefarious 19:16 19:17,23 53:19 65:4 neither 159:16 never 44:16,20 44:22,23 45:19 59:16 60:11 70:24 88:18 111:24 120:2 123:17 124:9	new 49:1 64:15 93:18 nextel 14:6 16:1 18:6,12 22:19 24:13 25:1 31:19 32:14 34:1 52:14 77:15 82:13 85:10 86:10,17 88:1,12,13,24 104:10,19 105:6 105:12,16 106:5 106:9,12 107:8 116:17 117:2,9 117:11,18 120:20 130:4 134:12 135:1 144:19 146:9,14 146:15 147:3,6,9 148:18 149:3,8 149:13 150:12 152:7,22 154:10 155:8 nickel 85:24 night 41:8 nominal 89:6 non 23:1 81:24 93:2 notary 1:16 159:4,24 note 30:15 noted 160:9 notice 159:6 notify 41:6 76:21 147:19 november 1:8 94:22 95:2,12,24 159:21 160:6	nuance 102:24 number 34:13 48:12 86:19 92:19 126:11 140:12 numbered 127:1 numbers 123:9 numerous 46:7 68:20 128:12 129:20
o			
o 79:24 oath 5:20 11:21 39:23 object 12:24 25:2 117:23 139:7 141:6,19 143:2 144:21 147:12 149:1,5 objected 150:24 151:19 153:21 objection 22:10 29:6 30:16 42:16 49:21 68:15 69:19 70:6,14 95:11 115:3,10 117:6 141:14 143:14 144:3 146:13 149:19,21 150:23 151:1 152:7,10,20 153:5,10 154:8 155:10,12,21 157:5,13 objections 5:8 147:2,5 150:15			
n			
n 79:24 name 7:23 8:10 11:4,5,13,16			

[objections - p.m.]

151:18 obligation 86:7 107:3 obtain 51:24,24 obtained 9:7 53:10 105:24 148:2,22,24 obviated 73:14 117:14 obviously 139:24 occasions 46:7 50:1 62:13 69:16 129:1 occupation 84:18 occurred 29:14 34:2 58:1 77:14 116:16 129:23 129:23 occurring 35:16 occurs 49:13 offer 67:13 70:12 offering 67:7 offhand 40:4 office 80:3,16 81:3,8 82:4,5,10 82:17 98:2 officers 87:15 88:9 offices 1:12 16:9 official 76:10 159:20 oftentimes 19:20 oh 42:12 59:23 okay 7:3,5,15,21 7:24 8:5,11,16	8:19 9:4,9,18 10:1,10 11:3,10 12:4,9,19 17:2,8 19:21 20:22 22:3 23:1,14 24:2,15,18 25:10 28:11,16,24 30:8 30:24 31:23 32:23 33:16 34:19 37:17,23 38:1,7 40:5 41:14 43:12 44:10 45:18,21 46:13,20 47:1,11 47:16 48:4,15 49:8 50:20,22 51:6,9,12,17,21 52:3,11 53:18 54:7 56:24 57:6 57:19,23 58:5 59:4 60:19 61:11,12,22,23 62:3 66:2 67:4 69:4 71:9,13 72:10 73:3 74:10,18,22 76:4 76:17,20 78:2,7 78:22 79:18 80:8,12 81:7,12 81:20 82:3,22 88:15,19 89:5 90:11,23 91:14 92:15,21,23 93:4 94:13,19 95:19 95:23 96:4 97:1 98:14 99:4,5,6 100:18 102:1 103:22 104:9	105:18 106:14 107:14 108:18 109:3 110:10 111:1 112:5,19 113:6,9 114:2 120:7,8 121:15 121:22 122:19 123:2 124:3,15 124:18 125:6,18 126:4,20 128:1,4 129:1,22 130:17 131:1,2,9 132:15 132:22 134:3,17 134:20 136:3,21 137:12 139:1 140:3,8,17 145:22 146:23 150:12,22 152:1 152:16 153:2 154:18 156:14 157:11 old 89:21 once 39:20,20 45:3 49:11 53:12 70:24 93:13 ones 15:17 116:1 ongoing 108:6 open 100:23 operate 19:13,19 19:20 operating 31:22 opinion 12:2,19 12:21 13:24 20:4 26:8 37:7 59:3 107:8 116:7 119:19	opportunity 50:13 84:20 opposed 22:8 62:4 68:14 opposition 21:5 97:17 105:14 111:6 oral 1:11 113:20 order 76:10 114:5,24 115:7 orders 104:20,22 105:3 106:18 116:1 131:14,19 145:7 original 105:23 ouch 40:12 outcome 157:3 159:18 outlined 99:23 outrage 23:15,17 outside 113:22 120:5 overall 20:11 55:15 overbill 53:21 oversaw 16:9 oversight 53:5 151:2 overture 121:3 overview 99:15 overwhelming 38:15 owner 13:16
			<p style="text-align: center;">p</p> p.c. 1:3 2:14 p.m. 51:7 56:14 57:21 72:8,16

[p.m. - plaintiff]

Page 24

74:10 79:23 90:12 93:21 108:19 136:4 158:13 pa 2:8,18 35:2 93:9 pacer 135:2 packard 129:8 packed 111:24 page 3:5,11 4:5 7:6,6,9 20:19 25:19,20 26:23 31:4 32:24,24 33:2,2 34:16,20 34:20,21,24 40:23 41:1 43:3 45:7,8,22,22 56:11,17,18 66:6 73:12 74:1,7 92:16,17 93:2 97:4,8,16,22 98:5 99:14 122:7 123:8 125:20,20 126:1 126:2 127:13 130:20 132:16 135:8 138:12 140:11 161:4 pages 92:15 93:1 122:22 123:9 125:22 paid 27:7 29:11 45:3 46:18 63:5 87:20 painfully 100:8 pales 68:5 parachutes 85:3	paragraph 25:20 33:4 34:16,16,20 54:8 66:6 126:12,17 131:2 132:16,18,22 134:15 135:7,8 138:8,11,17 140:11 paragraphs 125:19 126:5 127:23 130:19 130:24 131:7 paraphrasing 101:17 part 13:23 25:20 33:13 42:23 65:4 88:2 95:2 114:12 128:3 partake 121:24 participant 83:13 particular 13:3 99:2,3 109:19 118:3,7 121:6 128:15 156:19 particularly 41:19 parties 5:6 9:19 12:5 16:11 27:6 27:12 28:19 32:19 41:22 52:8 116:8 132:11,24 133:21,23 134:1 134:10,18,23 partner 13:14,15 partners 11:8,20 55:4	party 7:7 20:12 65:6 75:18 138:18 159:16 passed 154:2 patently 101:3 pauses 65:18 pay 25:21 64:18 88:6 payable 83:12 83:23 84:2 paying 30:9 63:4 65:9 payments 94:6,9 pdf 91:18 penitentiary 13:8 pennsylvania 1:1,14,21 44:17 44:19,20,23,24 59:15,17 60:13 62:5 76:4,7,8 81:5,10,11 123:7 people 41:23 66:7 135:3 percent 14:18 38:17 perfectly 46:8 87:4 period 34:2,3,5 perjurious 26:11 52:22 102:7 103:9,20 104:3 104:18 perjury 16:17 83:3 103:23 104:24 105:2,5 105:11	person 21:14 82:1 113:21 personal 12:2 20:8 49:20 52:21 70:3 personality 66:8 66:19 pertained 130:15 pertains 30:21 34:17 80:20 82:12 pertinent 131:13 pews 112:7 ph 2:9,19 phil 48:16 55:22 68:7 85:11 102:23 140:12 philadelphia 1:21 2:18 philip 2:5 phillips 18:18,18 18:19 23:19,23 102:17 phone 76:8 phrased 116:24 piggyback 15:5 place 22:18 23:23 58:12 76:22 104:5,6,7 112:7 159:6 plaintiff 2:11 10:9,11,16 48:17 48:18,20,21,22 48:23,24 49:1,2 49:4,5 52:9 63:14 64:2,3,15 64:18,18,21 65:9
--	---	---	--

[plaintiff - protect]

Page 25

74:24 89:14 100:7,11 107:11 128:18 129:17 129:18 133:13 140:22 143:24 150:3 153:22 plaintiff's 15:18 53:13 69:12 85:5 131:4 149:21 150:5 152:1 155:3 plaintiffs 20:13 27:5,8,12 28:2 28:19 29:11,23 30:9 31:6 46:18 46:19 48:19 53:21 63:22 64:9,10,14 65:1 100:19 126:7 133:1,6,9,11,23 plan 39:12 platform 16:5 played 14:5 pleading 138:2 151:15 pleadings 14:16 38:23 41:23,24 83:20 103:3 115:24 131:13 131:19 138:4 139:8 143:1,23 155:7 please 6:17,19 23:2 25:19 32:24 40:18 43:4,22 44:9 73:9 84:5 92:18	pleased 114:23 115:7 pled 103:3 105:23 150:1 plural 46:23 48:7 pockets 49:15 point 8:3,20 12:14 17:23 25:6 30:3 37:20 38:2,16 89:13,13 109:20 116:19 118:3 121:6 137:9 138:1 156:19 157:23 pointed 138:5 pointing 138:3 police 81:22 poorly 67:1,6 posed 6:6 23:3 position 16:16 78:8 86:6 positive 154:14 possibility 72:2 72:4 possible 95:21 109:17 possibly 17:6 82:24 potential 126:8 126:22 128:9 129:12 144:24 potentially 85:18 power 14:20,24 15:1 practice 19:23 20:1 72:3,5 83:8	practices 131:5 practicing 71:21 81:23 108:7 precise 37:12 predict 71:19 155:17 prepare 41:7 present 24:4,7 144:13 presented 59:16 59:17 116:11 presidential 23:19 presiding 110:20 110:22 presume 5:21 6:7 pretty 15:19 prevents 66:8,20 67:2 previous 73:19 103:13 previously 11:3 54:2 75:13,19 79:16 109:13 113:24 125:7 135:4 155:10 prior 9:14 11:17 30:6 43:17 44:2 51:15 141:4,12 141:17 149:7,10 152:6 private 120:2 privilege 36:21 141:8 142:19 143:7,10,12,22 144:2,3,8	privileged 36:15 36:19 143:17 probably 9:21 46:24 58:7 63:3 67:21 81:9 95:4 113:4,8 114:5,9 133:15 137:18 problem 48:17 85:7 89:8 problematic 53:11 problems 22:1 69:10 118:24 151:14 157:18 procedural 118:24 119:7 procedure 31:22 proceedings 5:2 process 16:4,5 18:8 20:3 49:13 53:24 125:16 product 55:10 professional 63:14,22 64:1,3 promptly 42:2 properly 86:3 106:2 151:3 156:12 property 151:4,5 151:7 propounded 160:9 prosecuted 29:5 prosenzweig 2:10 protect 25:23 156:13
---	---	--	--

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1567

[protected - receive]

Page 26

protected 55:9 68:9 143:17 protecting 85:1 protzman 141:1 141:11,24 143:21 prove 45:4 54:15 proved 55:24 proves 44:16 provide 10:14 42:3 51:22 58:13 124:19 142:7 provided 28:2 61:8 115:20 131:13,15,19 132:9,10 prussia 1:14 2:8 public 1:17 55:6 106:24 143:23 159:4,24 publication 64:6 published 29:22 30:5 publishing 30:6 purchase 65:7 purporting 84:13 purpose 10:12 42:14 49:8,9 58:10 64:17 77:1 87:9 95:23 111:1 132:6 157:22 158:3 purposeful 40:15 purposes 53:22	pursuant 159:6 put 13:7 44:17 84:17 118:10 119:9 122:6 127:3 puts 64:20 putting 42:8 86:19 q qualified 49:5 53:22 89:15 quality 151:10 question 6:2,5,6 8:1 14:3 18:1,2 18:3,23 23:2,2,4 26:17 30:17 38:3,4 39:4 42:10 43:19,22 59:21,22 63:10 65:14 70:9 75:11 97:14 105:9 116:21 117:5,7,21 120:9 128:5 134:20 139:6 141:7 144:23 145:12 145:17 146:19 154:19 155:11 156:6 questions 6:19 38:16,19 39:7,17 60:6 62:23 74:6 74:8 98:20,22,24 99:1 125:9,15 130:13 142:10 158:10 160:8	quibble 137:22 quite 25:5 95:21 quote 25:20 33:5 58:3 66:3 71:19 78:17 99:6,13 108:22 r r 159:1 race 153:23 racketeering 19:15 raise 146:16 155:8 range 38:17 reach 23:23 80:12,23 104:24 108:5 reached 80:24 81:6 103:7,7,9 109:7 118:11 120:22,24 128:15 reaching 57:10 read 21:9 31:13 36:1 41:2,12 43:10,21,23 46:3 46:5,11 75:3 113:14 116:3,9 128:4,6 131:22 132:21 133:4 134:21 160:5 reading 99:13 reads 20:24 34:13 ready 6:23,24 real 15:8,9 20:12 20:13 88:20	133:16 realize 24:1 67:5 86:7 realized 153:15 really 40:13 148:21 reason 51:2 54:22 63:4 87:12 124:24 140:1 161:4 reasonable 33:22 reasons 99:9,21 99:22,23 100:10 100:16 103:5 rebuffed 109:21 121:4 recall 8:18 21:19 30:4 34:3,6 35:9 37:22 38:6 41:17 51:14 57:23 58:2,8,19 58:20,22 62:7,17 69:7 72:9 73:7 80:4 81:1,16 82:8 84:7 88:14 89:4 91:7 93:12 94:10 95:5,16,20 105:3 109:5 111:9,13,19,20 119:22 120:21 121:3,7 123:20 125:6,9,11,13,14 128:13,20 136:15 151:23 152:3,5,19 153:8 receive 56:21 57:6 90:8
---	--	---	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1568

[received - representative]

Page 27

<p>received 42:1 108:23 118:13 124:9 receiving 94:6,9 recess 96:7 122:1 146:3 recitation 131:6 131:18,23 recognize 129:12 recollect 43:1 recollection 50:22 75:16 90:20 94:2 111:17 114:10 114:11 recompense 107:5 133:16 record 39:8 43:23 46:4 61:12 79:22 95:9,11 97:7 110:20 120:2 122:4 128:6 134:21 142:13 154:22 155:10 159:14 recorded 159:11 records 17:21,23 18:7,9 101:16,20 recoup 88:10 recovered 88:11 rectify 66:17 redact 23:20 redraft 151:18 redress 145:23 reduced 101:23 151:22</p>	<p>refer 17:3 52:14 53:12 102:2,20 116:15 reference 74:12 102:4 109:6 113:18 137:12 referenced 135:9 referencing 71:23 76:5 100:21 102:22 referred 46:14 47:13 48:5 79:16 92:2 100:6 103:9 106:12,14 referring 26:6 29:13 38:18,19 39:2,6,7 46:13 47:2 52:17 66:4 73:22 74:15 78:19 93:11 102:10 104:14 105:21 106:17 107:2,20 109:4 127:1 139:8,22 reflect 142:13 reflected 75:22 reform 15:15 70:2,18 133:16 157:19,20,22 reforms 86:15 refrained 138:3 refreshes 75:16 regard 13:24 15:18 20:11 30:21 59:6 78:8 96:3 104:5,8 154:23 157:8</p>	<p>regarding 7:12 10:3 20:3 24:23 29:22 30:2 31:17 32:13 34:9 38:14 58:15 69:13 79:13 94:8 126:8 129:3 143:23 regards 137:2 reinstatement 101:22 reiterate 6:8 relate 38:17 99:2 related 98:23 144:19 relates 18:6 34:21 38:4 relationship 48:11 relativity 16:4 16:11 relevant 10:15 77:3,18 115:15 116:1 145:1,13 147:21 relief 15:15 20:15 53:9 85:9 85:23 86:24 87:2 88:22 105:24 147:24 148:2,3,24 150:1 remain 8:1 remainder 34:20 remarkable 22:24 remember 60:22 61:18 86:24</p>	<p>90:22 91:22 102:24 109:10 111:23 121:1,15 121:17 128:15 129:16 138:9,10 151:15 remind 11:5 reminder 6:1 remotely 17:13 removed 74:23 75:10,20,24 114:8 removing 114:24 115:7 rendering 10:15 77:19 repeat 134:20 repeated 25:24 repeatedly 19:11 157:17 repetitive 98:21 replace 151:7 reply 72:7,10 90:8 report 93:18 reported 76:12 reporter 1:16 43:24 95:7 128:7 134:22 reporting 1:19 represent 39:18 84:14,23 86:3 124:9 representation 109:15 representative 49:3 77:9</p>
---	---	---	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1569

[represented - rosenzweig]

Page 28

represented 156:12	respond 57:19 63:20 73:3	richmond 64:7	126:21 128:8,15
representing 85:6 106:3	90:11 93:20	rife 69:11	129:24 130:12
107:10 119:14	responded 57:1	rified 49:12	135:10,21 136:4
130:1 141:22	57:3 63:17 94:1	right 17:15 21:3	136:5 140:19
reprimand 40:4	responding 18:2	24:5,9,20 32:7	141:4 144:15
repurchase 151:7	responds 93:14	39:15 41:23	146:8 147:10
reputation 119:12	response 42:21	47:6 50:7 61:13	148:15 150:9
request 23:21	57:12 65:21	62:21 66:9,20	154:10,13 155:2
49:20 86:22	73:4 91:10 94:4	67:3,11 70:20	robbin 25:22
102:19 106:2	97:3 126:7	71:22 85:23	robbins 10:18,23
129:19	142:15	86:17 89:19	11:5,6,9,12,15
requested 43:24	responsible 83:10 85:15	91:23,23 93:14	11:17,18,19 12:1
128:7 134:22	responsive 23:1	97:10 98:6	12:4,7,12,14,17
requests 147:23	restate 56:16	104:11 116:6	12:20,21 13:2,24
raising 148:18	97:13	118:12,21 119:2	14:1,1,5,11,14
research 32:16	result 87:24	119:3 120:8	14:17,19,21 15:1
36:8 132:11	resume 44:15	122:7 124:2	15:1,7,11,16,21
reserved 5:9	60:11 61:7,9	125:24 128:14	16:3 19:6 21:6
residential 8:7	retains 151:12	128:14 137:15	21:23 22:13
resolution 118:19 119:17	returning 126:4	139:12,22	24:23 33:7
120:11	reveal 36:22	142:11 151:12	45:23 46:22
resolve 109:8	revelation 61:1	152:5	48:12,14 49:10
118:16	80:5	righteous 53:23	50:4 68:23
respect 16:1	reverse 36:24	risk 84:18	86:23 87:3
17:22 24:24	review 15:14	rob 28:13 31:18	88:21 150:6
29:10 30:9	16:4,9 18:7 63:5	32:1,4,5,11	robert 1:4 30:13
31:17,18 36:10	89:17,19 124:12	43:16 44:1	30:21 31:1
76:14,15 77:15	132:20	47:11,17 48:6	100:19 120:13
80:14 82:7	reviewed 15:13	53:14 59:5	125:4 142:21
103:22 143:12	123:19 125:6	74:15 75:7 78:3	robinson 13:6,11
145:10 148:16	reviewer 16:6	80:14,17,20 82:7	robinson's 13:19
respective 5:5	86:19 99:9	82:12 84:6	role 14:5 49:3
	reviewing 85:14	90:15,24 108:23	room 151:9,10
	reword 117:5	110:3 112:19	rosenzweig 1:12
	richard 13:6,11	113:11,19,21	2:4,5 3:6 5:18
		114:2 116:14	6:16 25:7 26:22
		118:17 119:17	27:2,3 28:10
		120:15,19,24	29:9 30:23 37:1

[rosenzweig - settlement]

Page 29

38:7,13,20 39:3 39:13,18 40:3,8 43:2 44:5 47:21 47:24 48:3 50:7 50:12 56:2,7 60:4,7 65:16,22 68:17 69:22 70:8 73:8,13,23 74:4 78:22 79:4 79:7 89:22 90:4 92:6,11 94:13,18 95:10,14 96:5,9 96:17,20 97:12 99:14,18,20 100:1 108:10,14 110:18 112:10 112:15 115:5 116:12,20 117:4 117:8 119:1 121:22 122:3,15 123:1,23 124:3,8 124:18,22,23 127:6,23 128:19 135:6,15,19 136:2 139:11,15 139:21 140:15 141:9,15 142:12 142:17 143:8,18 144:11 145:5,19 145:22 146:5,22 147:15 149:10 149:14,16 155:18 156:1 157:10,15 158:4 ross 100:6,8,11 140:21 142:22 rubin 2:14	ruling 25:16 rulings 25:6,12 117:10 131:20 run 64:22 129:10 running 85:21 runs 65:6 s s 2:5 sachs 129:18 sadly 52:24 sailed 109:22 118:18 sale 120:18 sanddlawyers.... 2:10 santa 136:17 152:4 satisfied 117:13 saturday 57:4,20 73:5 118:14 saw 45:3 saying 42:2 53:8 62:20 111:16 119:3,5 says 9:12 34:11 37:14 45:1 85:22 101:19 113:9 114:13 125:24 scapegoat 78:15 scathing 104:21 154:1 scenario 157:9 scenes 22:21 scheduled 10:4	school 64:7 screwed 69:16 scrutiny 147:22 seal 159:20 sealing 5:6 searching 93:9 second 46:21 54:7 66:6,6 73:14 79:6 93:2 127:24 securities 15:6 87:13 101:2,5 see 15:13 23:15 23:16,18 26:3 31:11 33:11 34:11 37:24 39:10 41:10 43:8 45:13 52:5 56:10 66:11,18 72:17 75:1 83:14,23 90:3 91:12 108:17 109:1,2 126:10 126:13,15,16 128:22 133:2 138:13 144:23 153:20 157:19 seek 31:6,9 107:5 133:16 145:23 150:1 seeking 10:22,24 19:3 21:22,23,24 22:6 41:5 144:16 155:5 seen 84:2 104:22 111:15,24 116:8 123:17	self 76:12 105:20 send 51:9 57:16 79:18 108:18 136:7 sending 57:18 95:24 114:2,3 sense 146:17 sent 15:23 50:23 51:3,13 56:12 57:11,13 61:7 64:3 72:12 92:3 101:18 113:3 130:12 135:9 sentence 26:6 137:13 separate 12:16 14:22,23 122:6 153:1 serial 27:7 29:11 29:23 30:9 46:18 48:23 49:5 64:10,14,15 serve 41:22 42:4 served 7:13 9:18 24:19 41:18 70:4 service 7:10,12 9:6,16,19 12:5,6 42:1 46:8 serving 157:22 set 64:16 113:7 127:24 151:9,10 sets 64:19 settlement 86:10 88:7 101:23 141:16 150:16 151:3,17,18 152:11,20 153:6
---	--	---	--

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1571

[settlement - specific]

Page 30

154:8 settlements 148:22,23 149:1 149:5 settling 105:23 seven 84:11 severe 68:24 shame 114:21 share 15:8,10,17 36:11,14,14 150:3 shareholder 7:19 8:7,14 19:24 21:1 68:8 89:2,10,12 107:11 138:22 139:9,18 144:14 148:7 149:3,6 150:17 152:11 152:17 155:4 156:24 157:1 shareholders 9:2 20:15 25:9 85:13,17,24 86:8 87:7 88:22 89:7 106:3 119:11 132:4 133:17 134:2 shares 65:8 84:13 sharing 38:5 sheet 160:10 161:1 shema 61:2,3 101:13,19 ship 109:22 118:18	short 108:21 111:22 121:11 121:14,24 146:1 shorthand 159:11 shortly 13:13 91:4 shoulder 127:22 show 47:7 shows 47:8 side 78:13 signature 7:7,11 97:5,23 159:23 160:16 signed 123:16 silence 55:5 silencing 55:7 silow 16:6 17:4,4 18:7,9,13,13 25:1,12 28:17,18 28:21 31:19 32:13 33:6 34:2 34:17,22 35:1,7 36:1,10,16,17 37:6,10,24 38:12 39:10,19,20,22 40:10 43:5,17 44:3,7,12,13,13 44:14,14,15,20 45:6 54:16 55:3 58:4,16 59:6,10 60:16 61:1 62:4 68:9 71:14 72:1 76:14,16 77:15 79:14 80:18,18 82:13,24 83:5,9 83:24 84:3,9,10 84:23 85:14,14	85:15 86:18 89:18 90:16 94:5 99:8 101:3 102:11 103:16 104:1 105:7,15 107:22 108:6 121:18 130:3 silow's 80:6 85:8 86:1 94:8 101:15,20 104:3 silverang 1:12 2:4 similar 33:20 98:24 155:11 similarly 67:13 simply 147:19 singer 1:16 single 22:22 58:17 86:21,22 150:3 singular 25:22 79:24 sir 80:21 85:6 sirius 50:1 130:16 149:18 150:13 152:22 152:23 154:14 sit 34:6 91:15 101:8 112:8 136:21 146:6 147:14 148:1,13 155:23 156:22 sitting 103:5 128:14 138:23 139:24 situation 21:16 25:12 68:10 76:14,16	size 151:19 small 15:19 snide 42:23 software 16:12 16:13 sole 64:17 132:6 solely 55:18 71:11 somebody 53:19 86:4 sorry 72:11 79:4 89:23 92:18 99:12 130:9 140:12 142:3 146:21 sort 102:3 120:10 sought 87:23 101:21 131:3 132:23 133:21 sounds 66:24 136:23 south 2:16 speak 51:14 59:1 59:2 104:20 105:4 106:18 110:10 speaking 26:13 41:4 103:8 111:1,23 speaks 106:20 106:21 specific 8:8 12:22 14:7 19:7 24:10 31:2,23 52:16 62:7,21 66:3 68:21 103:5,5 147:9
---	--	--	--

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1572

[specific - sued]

Page 31

148:14 157:9 specifically 8:5 10:12 32:3,8 53:15 54:3 62:17 71:4 95:5 100:22 102:10 104:16 109:5,11 111:13 125:13 127:1 128:3 specificity 17:8 128:14 speculation 33:13 spend 84:21 96:11 119:12 split 31:5 splitting 19:18 spoke 15:20 58:20 62:12,13 142:14 spoken 39:20 51:12 spot 145:12 sprint 14:6,8 16:1 18:6,12 22:2,15,19 23:18 24:13 25:1,14 27:21 28:8 29:18 31:19 32:14 33:18 34:1 47:8 51:20 51:23 52:8,14 58:14 64:12 68:8 76:15 77:15 78:12 82:13 83:21 84:12,12 85:10 85:13 86:10,17	88:1,12,13,24 104:10,19 105:6 105:12,16 106:5 106:9,12 107:8 109:8,22 111:22 116:17 117:2,9 117:11,18 118:16,18 120:20 121:4 130:4,11 134:12 135:1 144:19 146:9,14,15 147:3,6,9 148:18 149:3,8,13 150:12 152:7,22 154:10 155:8 stamp 98:1 123:9 standard 31:21 standing 27:7 48:23 150:4 159:4 stare 46:17 64:9 64:10 start 6:11 46:16 46:17 56:18 started 50:1 starting 35:1 40:23 state 21:11 27:4 31:5 34:24 45:7 52:3 66:5 67:18 77:7 78:7 83:9 94:4 108:21 131:2,7 132:22 150:20 152:14 152:21,24 153:3 154:6	stated 70:10 144:22 155:10 statement 17:20 29:10 31:17,24 32:10,19 33:3,11 34:9 35:19,24 39:8 43:13,16 44:1 45:18 47:16,19,22 48:1 48:4,9 55:15 118:1 126:6 145:9 statements 16:23 17:3 18:6,12,20 32:15 38:24 101:9 states 1:1 21:19 98:2 123:6 134:7,8 153:7,12 status 60:9,13 62:8,9,15 63:3 80:6 85:8 86:2 86:20 stay 41:7 stecker 100:23 112:20 114:3 136:5 steps 76:17 steven 46:16 64:9 136:11,14 stick 14:18 109:15 stipulated 5:4 stock 48:21 64:19 87:8 150:3 stole 89:20	stop 25:22 65:15 129:6 stopped 129:9 street 1:14,19 2:7,16 strictly 98:22,22 120:12 strike 8:12 40:10 72:11 74:2 88:12 155:1 strong 36:5 strongly 14:14 36:6 59:8 structure 11:21 14:8 structures 12:11 stuff 68:7 subject 18:10 136:5 157:1 subjected 25:24 submit 31:8 submitted 7:15 77:5 101:6 submitting 7:7 subsequent 117:15 124:11 146:16 147:2 substance 92:16 92:16 121:13 substantial 50:2 88:14 substantive 82:11 86:10 93:2 114:13 succeeds 24:7 sue 45:24 46:7 sued 49:10 55:1 55:2,3,3,4 78:3,5
---	---	--	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1573

[sugarman - thereabouts]

Page 32

sugarman 136:18,23 suggesting 16:22 117:20 suggests 39:11 suing 55:2 77:22 suit 8:14 54:20 67:8 74:14,19 77:9 78:9,20 86:13 87:10,11 87:12,15 89:15 93:9 107:11 110:6 150:17 157:2,3 suite 1:13,20 2:6 2:17 sum 33:21,22 50:3 89:6 sunday 118:14 118:15 superior 81:18 supervision 159:12 supplied 77:21 support 18:21 102:18 111:2 supporting 23:21 supports 144:10 supposed 85:5 119:14 supreme 153:7 153:12 sure 18:4 23:9 30:16 33:14 60:11 69:9 75:14 104:2,13 106:10 113:10	118:8 129:4 132:23 133:22 139:14 142:11 146:2 156:2 surrounding 150:23 surviving 145:8 suspect 13:17 17:17,18 suspected 14:14 36:6 swear 11:21 swearing 17:15 sworn 5:13,20 16:7,10,19,19 17:20 18:5,11,16 18:18,19,20 23:20 159:8 syllabus 25:16 106:20 131:14 131:20 system 16:12 53:22 84:14 t t 159:1,1 tab 6:12,13,17 20:20 38:8 40:9 50:8 56:3 73:8 74:7 78:23 89:23 92:7,19 94:14 96:12,19 96:21 108:11 112:11 122:6,7 127:15 135:22 take 20:21 23:24 56:8 65:19 76:17 79:8	89:22 96:5,23 117:5 121:23 124:3,6 135:16 140:10 146:1 taken 23:22 35:12 76:22 89:10 104:4,6,7 115:17 116:14 129:6 159:5 talk 69:4 106:7 109:23 118:18 121:19 talked 69:5,9 154:15 talking 24:4 65:15 104:12 120:12 139:3 145:2 tax 45:4 ted 153:15 tell 9:9 17:8 18:17 37:3,4 50:13,16 53:15 63:13,18 65:11 65:13 66:7 91:15 92:12 142:23 148:1,13 150:14,22 155:19 156:14 156:21 159:8 telling 61:17 63:20,20 90:22 135:17 tells 93:17 ten 32:16 33:7 63:21 tens 84:18	tense 101:15 term 19:15 23:8 54:3,18,19 133:20 157:4 terms 98:24 150:15 terrible 116:21 test 38:21 testified 5:13 11:3 19:11 31:20 39:23 54:1 58:1 59:7 62:20 68:20 70:11 73:5 75:13,19 76:18 90:21 106:11 109:13 113:24 129:4 131:16 135:5 148:6 153:16 157:17 testifying 12:10 24:3 testimony 16:10 39:11 75:20 159:5,10,15 testing 10:20 tests 39:4 thank 6:8,24 13:12 14:2 95:13 96:22 99:17 105:9 150:8 153:20 158:9,11 thanks 142:16 158:4 theft 83:8 thereabouts 149:24
---	---	---	---

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1574

[thereof - turn]

Page 33

thereof 159:18	thinks 65:18	118:3,7 119:13	transcript 40:20
thing 6:8 29:20	116:3	120:24 121:6	45:8 46:14
37:4 54:5 62:21	third 56:18 66:6	122:2 130:10,11	47:20 48:1
65:9 67:11	thomas 79:23	132:20 137:9	100:24 111:14
106:7 121:17	thought 33:21	141:23 146:4	160:6
things 19:14	67:10,12 70:11	149:20 153:13	transcription
25:13 36:22	70:16 79:5	154:19 156:12	159:13 160:7
49:6 52:19	129:5	156:19 157:23	transpired 23:18
53:19 62:22	thousands 31:7	158:5 159:6	25:13 51:19,23
91:22 111:10	84:16,17,17,18	timeframe 77:9	58:14 62:10
117:1,12,16	84:19	timely 41:7	70:17,24 83:20
129:22	thrash 110:11,20	times 68:20	106:8
think 10:7 14:2	111:2,11 114:6	129:11,20	trees 122:24
17:9,11 19:10,11	114:24	timing 119:22	tremendous
19:19 20:2 25:5	three 22:1 56:11	tip 52:24	119:13
28:12 30:21	56:17 152:19	today 34:6 40:2	trial 5:10
34:7 36:4 38:24	thursday 1:8	91:15 92:3	tried 41:22
39:4 42:19,21,22	ties 27:21,23	101:8 103:5	troubling 18:23
53:16 55:6,17,24	time 5:9 7:18 8:5	138:23 139:24	115:18
57:8 59:23	9:14 10:1 11:13	145:17 146:6	true 17:21 77:13
62:12 63:9	12:22 17:12,16	147:14 148:1,13	101:16,20
66:14 67:14	20:21 24:15	155:23 156:22	138:21 159:14
68:3 71:6,6	25:6,15 27:14	158:7	160:7
73:18,23,24	29:14 30:3,11	told 36:16 43:4	truly 52:4
75:13 77:22	31:8,16 32:2,9	58:2 76:11	trust 107:1
88:3 95:20	34:2,3,6 35:5,11	81:17,18 90:14	truth 69:24
99:21,22 100:17	35:15 36:3	93:8 125:17	159:8,8,9
104:20 105:1,3	37:20 39:21	126:23 128:11	truthful 17:7,10
106:18,19,21	54:24 62:16	136:24	try 41:8 55:4,8
118:12 120:21	64:22 66:7	tongue 66:14	66:17 88:9
121:13,17,18	67:12,22 72:2	top 72:18 74:9	109:14,15,16
129:18 130:15	75:14 76:3,6,21	91:11 125:21	129:6
137:8,9 143:7	78:14 79:21	topic 60:20	trying 40:1 60:5
145:5,6 152:5,13	80:1,4,15 84:1	touched 96:9	62:3 66:21
152:15 154:11	84:20 89:6	trace 12:12	116:22 124:1
154:11,13,16,16	94:11 95:6,21	track 61:16	137:22,23
156:4,17,18	96:8,11 98:8	transcribed	turn 9:15 20:23
	100:4 102:23	159:12	25:18 26:24

[turn - want]

Page 34

<p>34:15 40:17,22 43:3 45:21 56:2 66:2 94:14 96:12 112:11 125:18 130:6,19 132:15 turning 6:11 two 22:1 27:1,2 27:22 28:1 29:16 30:13 34:4,4,7 58:19 58:20 62:13 92:15 93:1,21 97:16 104:21 107:24 108:3 152:24 153:1 type 64:15 typo 66:24</p>	<p>undermine 109:16 understand 6:2 6:4 12:9 18:4 22:3 24:1 30:18 40:14,16 62:3 66:21 116:23 120:6 146:18,20 146:21 understanding 10:17 11:14,15 14:4 16:2 19:2,8 75:5 107:21 108:4 143:11 144:5 understood 6:7 unethical 131:5 unfit 77:8 100:7 100:11 unfortunate 114:17 unfortunately 45:17 85:20 134:18 uninformed 100:9 united 1:1 98:2 123:6 153:7,12 universe 152:18 unjust 31:9 84:15 unnecessary 114:20 unquote 58:3 untrue 101:11 unusual 154:4 upheld 110:8</p>	<p>upper 125:24 upset 63:13 use 23:7 27:5,11 46:23 53:21,22 54:3 63:22 105:2 133:20 151:8 157:3 uses 98:24 105:1</p>	<p>124:10,17 verified 123:19 123:24 127:8 verify 123:22 124:13,14 veritext 1:19 versus 93:10 136:11,14,18 142:21 viciously 67:22 victim 49:24 50:3 86:1,2 133:1,23 victimized 84:9 view 146:14 157:12 viewed 68:12 violations 106:24 virtually 55:11 virtue 123:8 voluminous 103:2 vs 1:5</p>
u		v	
<p>u.s. 13:5,5,9 ultimately 11:18 umeda 11:6,16 11:17,18 12:7,12 12:21 13:2 150:6 unabated 50:5 unclean 106:15 unconscionable 52:4 84:22 unconstitutional 153:24 uncover 55:18 uncovered 50:5 uncovering 83:21 underlying 138:22</p>		<p>v 118:6 valid 48:22 86:13 132:5 value 84:12 85:19 87:2,24 151:11,12,12 vano 17:11,16 18:22 36:5 61:4 80:9 85:9,22 86:9 101:1,14,14 101:22,24 116:1 131:14 vano's 25:6,11 104:20 106:18 117:10 variety 29:2 151:2 various 11:11 12:13 18:5 38:23 77:14 148:7 varying 18:20 vengeance 69:17 veracity 18:23 38:22 verbatim 41:2 verification 123:16,18 124:6</p>	<p>w waiting 65:11 waive 46:8 waived 5:7 waiving 155:12 walked 85:2 87:4 want 18:3 20:18 20:23 22:3 33:1 34:15 36:11 37:11 41:14 46:9 68:8 83:4 104:13 106:10</p>

Veritext Legal Solutions

215-241-1000 ~ 610-434-8588 ~ 302-571-0510 ~ 202-803-8830

EXHIBIT 38

1576

[want - wronged]

Page 35

109:23 111:16 118:18 127:24 132:4,5 133:13 133:18 139:7,19 140:10 141:16 wanted 6:8 42:3 59:1 67:18 68:1 113:10 118:15 130:17 139:14 wanting 42:14 109:7 warrants 156:12 way 15:3,24 17:1 26:17 40:15 42:24 78:16 89:9 100:15 116:23 118:16 126:7 131:21 133:10 141:11 153:6,7 155:24 156:3,5,23 158:1 ways 16:18 19:19 132:14 weekend 41:8 weiser 1:3,4 8:24 14:9,13 19:3,9 21:6,11,22 22:4 22:8,13 24:23 28:13,14 30:13 30:14,21 31:1,1 31:17,18 32:1,1 32:4,5,6,11,12 33:6 43:5,16,16 44:1,2,7,12,19 47:11,11,17,18 48:6,6,8,11,13 53:14,14 54:10 54:15 59:5,5	67:8,16,19 68:1 68:5,13,21,21 69:6,18 70:4,13 70:19 71:5,14 74:15,16,16 75:7 75:7,18,24 77:8 78:3,3,9,11 80:8 80:14,14,17,17 80:20,21 82:7,7 82:11,12 83:1,11 84:5,6 90:14,15 90:15,15,24,24 93:9 94:6,9 97:18 98:9,14,18 99:7 100:19,20 102:2,14,21 105:20 106:14 106:24 107:17 108:1 110:3,3,5 111:7 112:20 113:21 114:3,8 114:24 115:8 116:14,14 117:12,16 118:7 119:17 120:13 120:15,18,19,24 125:3 126:21,21 128:9,9 129:24 129:24 135:10 135:21 136:4,5,8 136:10 140:19 140:20 141:3,3,4 141:13,17,17,22 142:21,22 143:13,13 144:15,15 146:8 146:8 147:10 148:15,15 150:9	150:10 154:9,10 155:2,3 weiser's 125:4 147:10 weiss 13:7 27:9 27:24 28:23 29:1,12 30:10 went 14:15 98:12 148:21 west 35:2 whatsoever 39:1 87:3 wholly 100:9 104:3 wide 46:16 151:1 wild 38:22 william 13:7 27:24 28:23 29:2 williams 100:6,8 100:11 140:21 142:22 willing 83:12 109:24 118:20 win 78:18 window 111:23 wise 18:10 wiser 25:21 wish 82:17 wishing 128:16 withdraw 70:9 117:7 141:10 witmer 136:11 136:14,18 witness 3:3 60:1 60:3 73:20 79:3 79:5 90:3 110:16 122:22	127:20 128:4 142:6 158:9 159:15,20 witnessed 20:5 48:19 116:7 wives 29:19 woodlands 1:13 2:6 word 105:2 words 39:22 42:8 46:1,2,3 90:18,19,20,22 105:1 work 15:4,8,23 18:21 19:12 21:13 26:10 31:8 32:17 54:8 86:23 87:3 88:21 worked 28:22 29:1,24 33:6 37:6 63:21 101:2 working 19:16 20:4 102:5 129:9 works 53:20 worst 133:19 worth 36:8 writ 153:17 write 30:1 69:14 137:3 written 67:1,1,6 71:11 wrong 66:9,21 67:3 146:9 wronged 129:5
---	--	---	---

[wrongs - york]

Page 36

wrongs 66:18

78:12

wrote 35:6 36:3

61:2 67:23

71:19 91:3 93:5

118:17 139:16

140:1 153:24

x**xm** 50:2 130:16

149:18 150:13

152:22,24

y**yeah** 9:3 42:19

51:4 53:8 61:15

66:24 69:7

98:18 125:9

140:9 141:24

year 29:24 30:6

30:6 34:4

130:10

years 20:5 32:16

33:8 34:4,7 36:8

48:20 63:21

103:1,1,1 128:13

152:17

yesterday 5:21

5:23 28:6 47:4

158:6

york 49:1

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.